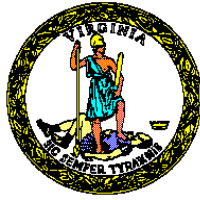


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DMAS Transportation Unit; 600 E. Broad St., Suite 1300; Richmond VA 23219



COMMONWEALTH of VIRGINIA

DEPARTMENT OF MEDICAL ASSISTANCE SERVICES

600 East Broad Street, Suite 1300

Richmond, VA 23219

XXXXXX XX, 2004

Dear Prospective Vendor:

The Department of Medical Assistance Services (DMAS) is soliciting proposals from qualified firms for non-emergency transportation brokerage services. The selected Contractor(s) will provide the required services for DMAS. Specific details about this procurement are in the enclosed request for proposal RFP 2005-01.

The Commonwealth will not pay any costs that any Contractor incurs in preparing a proposal and reserves the right to reject any and all proposals received.

Contractors are requested not to call this office. All issues and questions related to this RFP should be submitted in writing to the attention of Robert Knox, Transportation Manager, Health Care Services Division, 600 East Broad Street, Suite 1300, Richmond, VA 23219, or by fax at 804-786-1680. In order to expedite the process of submitting inquiries, it is requested that vendors submit any questions or issues by email in MS Word format to Transportation@dmass.virginia.gov,

Sincerely,

William D. Sydnor
Director of Contract Management

Enclosure

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**REQUEST FOR PROPOSALS
RFP 2005-01**

Issue Date: [XX/XX/2004](#)

Title: Non-emergency Transportation Brokerage Services

Contract Period: An initial period of three years from date of award, with provisions for three 12-month extensions.

All inquiries should be directed in writing via email in MS Word Format to
Transportation@dmass.virginia.gov

Robert Knox, Transportation Manager
Health Care Services
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219

Deadline for submitting inquiries is X:00 pm XXXXXX XX, 2005

Proposal Due Date: Proposals will be accepted until 2:00 p.m. local time on XXXXXX XX, 2005.

Submission Method: The proposal(s) must be sealed in an envelope or box and addressed as follows:

“RFP 2005-01 Sealed Proposal”
Department of Medical Assistance Services
Attention: William D. Sydnor
600 E. Broad Street, Suite 1300
Richmond, Virginia 23219

Facsimile transmission of the proposal is not acceptable.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §11-35.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

A mandatory Pre-Proposal Conference will be held at XX:XX. on XXXXXX XX, 2004, in the XXXXXXXXXXXXXXX at 600 East Broad Street, Suite 1300, Richmond. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Due to space limitations, Offerors will be limited to one representative each.

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In compliance with this Request for Proposal and to all conditions imposed therein and hereby incorporated by reference, the undersigned proposes and agrees to furnish the services contained in their proposal.

Organization Name: _____ Date: _____

Address: _____

By: _____
(Signature)

City: _____

Print Name: _____

State: _____ Zip Code: _____

Title: _____

TIN/FIN Number: _____

Telephone Number: _____

Facsimile Number: _____

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RFP 2005-01: TRANSPORTATION BROKERAGE SERVICES

1. PURPOSE AND DEFINITIONS

The Department of Medical Assistance Services (DMAS) is the single State agency in the Commonwealth of Virginia that administers the Medicaid Program under Title XIX of the Social Security Act. 42 Code of Federal Regulations, §431.53 requires states to assure necessary emergency and non-emergency transportation to recipients to and from providers. DMAS covers transportation for both Medicaid recipients and children enrolled in FAMIS, Virginia's federally approved program under Title XXI of the Social Security Act.

DMAS is hereby soliciting proposals from qualified organizations through a competitive procurement process for the brokerage of non-emergency transportation services to include coordination, management, and reimbursement of non-emergency transportation services. These services are to provide eligible recipients with transportation services to and from services covered under the Medicaid program and the Virginia Title XXI program (FAMIS). This Request for Proposals (RFP) is for the brokerage of transportation services in all areas of the State for Medicaid recipients and children enrolled in Virginia's Title XXI program (FAMIS) who are not enrolled in a capitated managed care program. Medicaid transportation services also are provided for recipients enrolled in Medicaid home-based and community-based waiver programs.

Number of Awards: An Offeror may submit a proposal for one or more regions. A separate proposal is required for each region. The maximum number of contracts under this RFP is seven; the minimum number is one.

Based on the proposals, DMAS is planning to select and enter into a contractual agreement with qualified organizations for the brokerage and reimbursement of transportation services in each region of the Commonwealth. The Commonwealth is divided into seven transportation regions for purposes of this procurement (Attachment A). DMAS plans to enter into a contract for brokerage and reimbursement of non-emergency transportation services in each region or in a combination of regions.

DMAS encourages the collaboration of local entities and partnerships in each region to submit proposals that promote local involvement and management of non-emergency transportation services.

Duration of Contract: The duration of each contract resulting from this RFP is three years, with up to three one-year renewals at DMAS' option.

Exclusions: The Contractor will not be responsible for recipients enrolled in a capitated managed care program. In addition, all air carrier transportation services, exceptional out-of-state transportation, and emergency transportation services are excluded from this RFP and will continue to be paid directly by DMAS.

General Scope of Responsibilities: The successful Contractor in each region authorizes, schedules, manages and makes payment for all non-emergency Medicaid and Virginia Title XXI program transportation services including taxicabs, vans, mini-buses, wheelchair vans, stretcher vans, ambulances, fixed-route public transportation, and travel related expenses. The actual transportation services under this RFP will be provided through subcontracts between the Contractor and transportation providers. The successful Contractor in each region will be responsible for payment of transportation services furnished through subcontracts with transportation providers. The Contractor's contracted payments to transportation

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providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and ensure recipients' access to covered medical services.

Service Volume: In 2003, the state's non-emergency transportation broker, LogistiCare, reported approximately 3.2 million one-way trips were made throughout the Commonwealth. These 3.2 million trips accounted for 32.3 million miles traveled. On average, there are approximately 300,000 recipients eligible to receive non-emergency transportation services in any given month. However, approximately 18-19,000 unduplicated recipients a month actually utilize non-emergency transportation services.

Fee-for-Service and Managed Care: DMAS has two different health care delivery programs for Medicaid and the Virginia Title XXI (FAMIS) program recipients for which transportation services are provided. These include a traditional fee-for-service program and those enrolled in capitated managed care organizations.

The Contractor will be responsible for all non-emergency transportation services provided to Medicaid, and Virginia Title XXI program recipients in the fee-for-service program including the MEDALLION primary case management program. The Contractor will not be responsible for recipients enrolled in a capitated managed care program.

If the Medallion II or the FAMIS Managed Care Organization (MCO) programs are expanded or contracted, DMAS reserves the right to adjust payment under the contract based on the number of recipients impacted by the programs in the region. DMAS also reserves the right to adjust payment to the Contractor as a result of federal or State regulatory changes, federally approved Medicaid waivers for Virginia, or court order that may occur after the contract award.

DMAS will notify the Contractor of any expansion or contraction of the capitated managed care program and its projected impact on payment at least 60 days prior to implementation. As the recipient may transition between fee-for-service and the capitated managed care program, the Contractor must be able to receive monthly information from the managed care organizations or their transportation subcontractors on trips previously scheduled. The Contractor must honor prior authorized trips; however, the Contractor can elect to use either the transportation provider already scheduled or one under contract to the Contractor. If the transportation provider is changed, the recipient and scheduled provider of service must be notified.

1.2 Definitions

Throughout this RFP, the following definitions are applicable:

- Ambulance, as defined by *Code of Virginia* §32.1-111.1, means any vehicle, vessel or craft that holds a valid permit issued by the Virginia Department of Health, Office of Emergency Medical Services (OEMS) and that is specially constructed, equipped, maintained and operated, and intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. The word "ambulance" may not appear on any vehicle, vessel or aircraft that does not hold a valid EMS vehicle permit. This RFP applies only to non-emergency ambulance transportation.
- Assistant: An assistant is the person who rides with the driver of a stretcher van, assists with loading and unloading the stretcher, and sits beside the passenger during transport.
- Attendant is a person who is designated by a recipient to assist with one or more daily life functions, including the provision of assistance to the eligible recipient in using transportation services. A fare is not charged for the attendant to ride with the recipient.

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- Available transportation is transportation to Medicaid services that can be provided safely by a spouse, by the parent or guardian of a minor child, or by the recipient. The driver must have a valid operator's license and there must be an available vehicle. The vehicle must be in operable condition and available for use at the time of the appointment.
- Bariatric transport: Bariatric transport is provided to individuals who have a body mass index of greater than 40 or weigh at least 100 lbs. over ideal weight. The Contractor in each region must have a qualified ambulance operator who has the equipment and the training to transport patients up to 800 pounds or more. Bariatric transportation must comply with the most current guidelines, rules or regulations of the Virginia Department of Health, Office of Emergency Medical Services.
- Broker means any person not included in the term "motor carrier" and not a bona fide employee or agent of any such carrier, who, as principal or agent, sells or offers for sale any transportation subject to this chapter, or negotiates for, or holds himself out by solicitation, advertisement, or otherwise as one who sells, provides, furnishes, contracts, or arranges for such transportation. (*Code of Virginia* § 46.2-2000) The DMAS transportation broker is required to have a broker license from the Department of Motor Vehicles (cf. § 46.2-2099.17-19).
- Complaint means a verbal or written expression of dissatisfaction by a recipient, a recipient's family member or other responsible party, a facility or a provider.
- Curb-to-Curb Service is provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the recipient's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include the lifting of any recipient. Drivers are to remain at or near their vehicles and are not to enter any buildings.
- Door-to-Door Service is provided to passengers who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the passenger from the door of the pick-up point (e.g., residence), escorts the passenger to the door of the vehicle and assists the passenger in entering the vehicle. The driver is responsible for assisting the recipient throughout the trip. Drivers, except for ambulance personnel, are not allowed to enter a residence. In order to receive door-to-door service, the recipient must submit a medical certification statement from their physician. The certification must document that the recipient has a physical, sensory, mental, developmental or cognitive disability that requires door-to-door assistance to be provided for the safe transport of the recipient. Some examples of the disabilities that may require door-to-door assistance are:
 - Blindness
 - Deafness
 - Mental retardation
 - Mental illness
 - Dementia
 - Physical disability to a degree that personal assistance is necessary
- Exceptional Out-of-State Transportation is non-emergency transportation to a site outside of Virginia's borders so that a recipient can receive health care treatment that is not normally provided through in-state health care providers. Examples include sending individuals with rare diseases to a nationally known treatment center, or using new

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treatment procedures that only a few specialists in the United States are able to provide. All exceptional out-of-state transportation services are arranged and pre-approved through DMAS. These services are not in the scope of the Contractor's responsibility. DMAS assumes responsibility for the cost of these trips.

- FAMIS: "Family Access to Medical Insurance Security." See "Title XXI recipients".
- Freedom of choice: With certain exceptions, a State's Medicaid plan must allow recipients to have freedom of choice among health care providers participating in Medicaid. In 2001, DMAS received a 1915b waiver from the Center for Medicare and Medicaid Services that removes the recipient's freedom to choose a transportation provider. However, the broker should accommodate requests for a specific provider when able, especially in the transportation of recipients with disabilities.
- Late is defined as more than 15 minutes after the scheduled pick-up time.
- Medallion II is a mandatory capitated managed care program currently in 103 localities in the Tidewater, Central Virginia, Roanoke, and Northern Virginia areas.
- Medicaid recipients are persons currently enrolled with DMAS who are receiving services under the Virginia State Plan for Medical Assistance Services and Medicaid Waivers, as amended.
- Medicaid services are services under the Virginia State Plan for Medical Assistance Services, as amended, as provided for in Title XIX of the Social Security Act and services under waivers approved for Virginia by the Centers for Medicare and Medicaid Services (CMS) under Title XIX of the Social Security Act.
- Nearest appropriate provider: The nearest service provider who provides the Medicaid-covered service needed by the recipient, who will accept the Medicaid recipient as a patient, and who can provide the service when it is needed.
- On time is defined as the time from fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after this scheduled pick-up time. If the vehicle arrives within this span of time, the vehicle is on time for the pick-up.
- Out-of-State Transportation is allowed to the extent that it is the general practice for recipients in a particular locality to use services in a bordering state. Examples are travel from Scott County, Virginia to Kingsport, Tennessee or travel from Tazewell County, Virginia to Bluefield, West Virginia or other similar near-by locations in bordering states.
- Public Transportation, Fixed-Route, is provided by a public transit vehicle that follows an advertised route on an advertised schedule and does not deviate from the route or the schedule. Passengers are picked up at designated stops.
- Recipients with disabilities are identified as Medicaid and FAMIS recipients with a physical, sensory, mental, developmental, or cognitive disability. Recipients with disabilities may require door-to-door assistance.
- Standing orders are recurring or repetitive trips with the same pick-up point, pick-up time, destination and return. Trips to dialysis, day support and supported employment are examples of services that often are treated as standing orders.
- Stretcher van service is provided to an individual who cannot be transported in a taxi or wheelchair van and who does not need the medical services of an ambulance. Stretcher van service does not provide emergency medical transport and does not include any medical monitoring, medical aid, medical care or medical treatment during transport. The vehicle requirements and limits on the use of stretcher van service are found in Section 4.10.3 of this RFP.
- Title XXI recipients are persons currently enrolled with DMAS who are eligible to receive services under the federally approved plan for Virginia, as amended, under Title XXI of the

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Social Security Act. These persons have been certified and enrolled by the recognized organization for eligibility determination under the federally approved Title XXI plan for Virginia. The Virginia Title XXI plan is called Family Access to Medical Insurance Security (FAMIS). For the purposes of this contract, only FAMIS fee-for-service and FAMIS Primary Care Case Management (PCCM) enrollees are eligible for non-emergency transportation.

- Title XXI services are services in the federally approved plan for Virginia, as amended, under Title XXI of the Social Security Act. Transportation is a covered service under the Family Access to Medical Insurance Security (FAMIS) Plan for fee-for-service and FAMIS PCCM recipients.
- Transportation services are defined in this RFP as necessary non-emergency transportation services provided to Virginia Medicaid and Virginia Title XXI program recipients to ensure reasonable access to and from Medicaid covered services. Necessary transportation is defined as the mode of transportation available that is most appropriate to the needs of the recipient. Currently, covered non-emergency transportation services include ambulance, wheelchair van, stretcher van, fixed-route public transportation, gas reimbursement and taxicab.
- Urgent trip is defined as one needed because of an unscheduled episodic situation in which there is no immediate threat to life or limb but the recipient must be seen on the day of the request and treatment cannot be delayed until the next day. A hospital discharge also shall be considered an urgent trip. The Contractor may verify with the direct provider of service that the need for urgent care exists.
- Virginia Title XXI (FAMIS) program is a federal and State funded health insurance program for children. It is designed to meet the health care needs of Virginia's uninsured children less than 19 years of age, in working families that earn too much to qualify for Medicaid, but not enough to afford private health insurance.

2. HISTORY

Transportation plays an important role in assuring recipients' access to Medicaid and Title XXI covered services. Transportation is of particular importance to nursing facility residents, to the frail elderly, to recipients with disabilities, to recipients who cannot drive or cannot afford a car, and to recipients who need critical services such as dialysis, rehabilitation, physical therapy, or chemotherapy.

Fee-for-Service Transportation: Prior to July 1, 2001, DMAS Medicaid and Virginia Title XXI program recipients not enrolled in capitated managed care programs had freedom of choice to obtain services from any qualified Medicaid transportation provider and, therefore, had unlimited direct access to most Medicaid transportation services. During that time, recipients generally arranged their own transportation to Medicaid and Virginia Title XXI program covered services directly with transportation providers.

DMAS made direct payment to over 1500 enrolled transportation providers. In order to be paid, the transportation provider was required to verify the recipient's eligibility, provide the transportation, and submit a properly completed HCFA-1500 invoice and transportation verification form to the DMAS fiscal agent for payment.

Fraud and abuse were significant issues in Medicaid and Title XXI transportation services prior to July 2001. DMAS was extremely concerned about the inappropriate use of Medicaid covered transportation both on the part of transportation providers and recipients. During the 1990's, the number of fee-for-service Medicaid recipients steadily declined as a result of welfare reform and the expansion of capitated

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managed care programs. However, total transportation utilization and expenditures continued to increase steadily. Inappropriate or illegal transportation use was a major contributing factor for the increase. This included transportation for an ineligible rider; for a trip to a non-covered Medicaid service; for more miles than the actual distance of the trip; for multiple trips where only one trip was necessary, such as for the filling of multiple prescriptions; for providing the trip in an ambulance or wheelchair-accessible vehicle when the recipient did not require this more costly service; and for a trip that never occurred.

Because of the significant rise in Medicaid transportation utilization, expenditures and fraud, DMAS examined ways to manage Medicaid more effectively transportation for its fee-for-service and MEDALLION recipients.

In 1998, DMAS implemented a pilot project with two area agencies on aging seven counties in Southwest Virginia who utilized local knowledge of transportation services and the “transportation brokerage” model. In this model, an entity contracts with and pays transportation providers, verifies recipients’ Medicaid or Virginia Title XXI program eligibility, verifies their need for transportation services, determines the most appropriate mode of transportation service for a recipient, authorizes the transportation services, and arranges trips with a subcontracted transportation provider.

In this pilot project, recipients still had freedom of choice regarding their transportation provider. Brokerage staff arranged transportation with providers selected by the recipient. The brokerage staff was very familiar with an area’s geography and transportation resources and was able to manage transportation efficiently. The pilot project greatly improved the level of rural transportation services in a cost-effective way. A 1997 Office of Inspector General (OIG) study found that “in addition to saving money, brokerages were also effective in controlling fraud and abuse by both providers and beneficiaries, and that they promoted the use of the least costly transportation modes and providers.”

An RFP for brokerage services was issued in October 2000 and two brokers were selected. LogistiCare Solutions, Inc. of Atlanta, GA was awarded Regions 1, 5, and 6. A division of DynCorp, Inc. of Reston, VA was awarded regions 2, 3, 4, and 7. Later in the year, the DynCorp division was merged with another corporation to form DynTek. The contracts with the brokers were for two years, with the possibility of three 12-month extensions. The statewide, non-emergency transportation brokerage program began in July 2001 in the LogistiCare regions. Start-up difficulties delayed DynCorp’s implementation until September 2001. DMAS is currently developing a 1915(b) waiver for non-emergency transportation.

The two brokers contracted with over 500 transportation providers altogether. The transition from a fee-for-service program to a brokerage model was lengthy and sometimes difficult. Outreach and education of recipients, providers, and facilities was a major focus of the first two years and continues today. Pre-authorization of trips was a major adjustment for recipients and the many facilities and providers that were accustomed to calling directly to their transportation providers. Transportation providers had to learn new billing processes and meet new vehicle requirements. The brokers had to master the geography and culture of a large, diverse state, while developing business relationships with a large network of providers. DMAS itself had to learn how to work with its brokers and clarify policies that were well understood but not always clearly written.

In the second year of the contract, DMAS notified the brokers that the contracts would not be extended and a new RFP be issued for service beginning June 30 2003. However, DynTek experienced financial difficulties and fell behind in paying their transportation providers. In December 2002, DMAS and DynTek mutually agreed to terminate their contractual relationship. The RFP was canceled. LogistiCare became the broker for all seven regions and its contract has been extended twice.

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Potential Cost Savings: Since July 2001, fraud has been largely eliminated. The network of Medicaid providers has decreased significantly from over 1500 enrolled transportation providers before brokerage to less than 300 providers today. Fraud is no longer a major cost control issue but is still a potential problem. DMAS expects that cost savings measures can be taken in the increased use of fixed-route public transportation and stretcher vans. There may also be savings in grouping trips in order to increase productivity and reduce per trip costs. DMAS will expect each Contractor to utilize fixed-route public transit for recipients who are able to safely use this service.

3. NATURE AND SCOPE OF SERVICES

Contractors are required to ensure that Medicaid recipients, especially those who are elderly or disabled, receive transportation service that is safe, reliable and on time. This section sets forth the nature and scope of the brokerage services required under this RFP and the resulting contract.

The successful contractor shall perform the following tasks that are described in detail in Section 4. "Technical Proposal Requirements":

1. Inform and educate recipients and facility providers about the non-emergency transportation program and process,
2. Verify recipient eligibility for Medicaid or the Virginia Title XXI program,
3. Verify the purpose of trip is for a service covered by Medicaid or Virginia Title XXI,
4. Assess the recipient's need for DMAS covered transportation,
5. Determine the appropriate mode of transport,
6. Authorize transportation services on a per-trip or recurring basis,
7. Schedule and assign trips individually or as standing orders,
8. Operate a telephone call center,
9. Recruit and maintain an adequate transportation provider network,
10. Provide adequate reimbursement for transportation services,
11. Train providers in billing and other operational processes established by Contractor,
12. Assure compliance with driver and vehicle requirements,
13. Develop and implement a monitoring and quality assurance plan,
14. Develop and implement a complaint tracking and resolution plan,
15. Develop a turnover plan for transition of the contract to another broker or DMAS,
16. Provide administrative oversight,
17. Submit management reports,
18. Protect recipient confidentiality,
19. Maintain adequate staff and facilities,

The Contractor shall ensure that all of these functions are performed properly and efficiently.

Attachments: DMAS provides all transportation data in the attachments as historical information and does not claim the data indicate future enrollment and transportation utilization.

- a) Maps and the localities included in the seven transportation regions are at Attachment A.
- b) Historical trip data by region and mode of transportation are displayed in Attachment B.
- c) Attachment C contains a schedule of required Contractor reports.
- d) Attachment D contains the format for submitting data on small business, women-owned business and minority owned business.
- e) Attachment E contains the Reference Form.

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- f) Attachment F contains the per-member-per-month (PMPM) rates and rate categories.
- g) Attachment G is not yet available.

Resources: The State Plan for Medical Assistance Services, the revised DMAS Transportation Manual, other provider manuals and general information regarding Medicaid and the Virginia Title XXI program are available on the DMAS web site at <http://www.dmass.virginia.gov>.

3.1 Brokerage Process

The basic steps the Contractor shall follow in arranging transportation, authorizing transportation services, and reimbursing providers for services are as follows:

- The Contractor receives the telephone call from the recipient or the recipient's representative requesting non-emergency transportation service. The Contractor obtains and tracks the trip information including the date, time and place of the appointment, and whether it is a recurring or one-time trip.
- The Contractor reviews the trip request and verifies the recipient's Medicaid or Virginia Title XXI program eligibility for the requested date of service.
- The Contractor assesses the recipient's eligibility for transportation services in accordance with current DMAS transportation policy. This includes a determination that the recipient has no other transportation available from the spouse or, in the case of minors, from a custodial parent or guardian. Exceptions to "no other transportation available" shall be made for recipients who are receiving dialysis treatment; who are receiving foster care; or who are enrolled in a Medicaid home or community-based waiver; and when the length or frequency of the trip would pose a financial burden to the recipient or the recipient's family.
- The contractor shall also verify that the trip is to a Medicaid or Title XXI covered service. The Contractor may verify the transportation need by confirming the appointment with the Medicaid service provider.
- Any special needs of the recipient are noted that may affect the mode of transportation needed and the appropriate mode of transportation is selected.
- Upon completion of the screening of an eligible recipient and an eligible trip, the Contractor authorizes the transportation service and informs the recipient of the scheduled pick-up time.
- The Contractor assigns the trip to the most appropriate cost-effective subcontracted transportation provider available, consistent with the transportation needs of the recipient. The transportation provider is notified of the assignment in sufficient time to accept the trip or reject it, in which case there must be sufficient time to assign it to another provider.
- The Contractor shall have an established method of effectively identifying, scheduling, and coordinating standing orders or recurring trips. The Contractor, to the extent possible, shall use the same transportation provider and driver for all trips for recipients with disabilities.
- The Contractor informs the recipient or the recipient's representative of the transportation arrangements, if this information is not given during the initial call from the recipient.
- The Contractor or transportation provider re-confirms the pick-up with the recipient or the recipient's representative 24 hours ahead of the scheduled appointment to reduce the possibility of a no-show.
- After the trip occurs, the Contractor makes payment to the transportation provider within 30 days of receipt of a properly completed and fully reconciled trip invoice. The Contractor may contact the service provider to verify that the recipient received the authorized transportation service to a covered service.

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These procedures are applicable when subcontracted transportation providers are used. The procedures may vary when public transportation, gas reimbursement, or other appropriate transportation services are used.

3.2 Service Parameters

- **Adequate Network:** The Contractor shall recruit and maintain an adequate network of local transportation providers to ensure that transportation is safe, reliable and on time. This includes the services of taxicabs, wheelchair vans, stretcher vans, ambulances, and fixed-route public transportation.
- **Hours of Service:** The transportation services shall be provided 24 hours a day, including evenings, weekends and holidays.
- **Appropriate Mode:** The Contractor shall determine and authorize the most appropriate and economical mode of transportation for each eligible recipient requesting transportation services. The Contractor is encouraged to develop innovative strategies to reduce per trip costs such as providing gas reimbursement and toll payments for volunteers or relatives and making greater use of fixed-route public transportation.
- **Hospital Discharges:** Requests from hospitals must be accommodated promptly to avoid unnecessary hardship for the recipient and family members. Prompt pick-up also prevents unnecessary expense to the discharging hospital and to the facility that is receiving the recipient. The Contractor, regardless of the time of day, shall pick up recipients being discharged from hospitals or emergency room care within three hours of the receipt of the request.
- **On-Time Arrival:** “On-time” is defined as the time from fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after this scheduled pick-up time. If the vehicle arrives within this span of time, the vehicle is on time for the pick-up. The driver shall make his presence known to the recipient and wait at least five minutes. If the recipient is not present for pick up, the driver shall notify the Contractor is before departing from the pick-up location. Transportation providers may not change the assigned pick-up time without permission from the Contractor.
- **Other Riders:** Attendants and children may ride with a recipient at no extra charge. Up to two children may ride with an eligible recipient, on a space available basis, also at no charge. Attendants and children must be scheduled when the recipient makes the trip reservation to ensure adequate space on the vehicle.
- **Payments to Providers:** The Contractor’s payments to transportation providers shall be sufficient to ensure that recipients have adequate access to transportation services. The Contractor may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and cost effective transportation services are provided.
- **Travel Time On Board:** During multi-load situations, every effort will be made by the Contractor and its subcontracted transportation provider to ensure recipients do not remain in the vehicle for more than forty-five minutes longer than the average travel time for direct transport from the first point of pick-up to the destination. If delay occurs, the Contractor provider must contact scheduled riders at their pick-up points.
- **Urgent Trip:** An urgent trip is required by an unscheduled episodic situation in which there is no immediate threat to life or limb but the recipient must be seen on the day of the request and treatment cannot be delayed until the next day will be accommodated within three hours of the time the request is made. The Contractor shall be responsible for providing same-day transportation services when the recipient has no other available means of transportation and requests services for urgent care.

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4. TECHNICAL PROPOSAL REQUIREMENTS

This section contains the technical proposal requirements for this RFP. The Offeror shall provide a detailed narrative of how it will define and perform each of the required tasks listed in this section. The narrative shall demonstrate that the Offeror has considered all the requirements and developed a specific approach to meeting them that will support a successful project. It is not sufficient to state that the requirements will be met. The description shall correspond to the order of the tasks described herein.

4.1. Inform and Educate Recipients and Facilities

Initial Information and Education: The Contractor shall provide written and oral information to adequately educate recipients, long-term care facilities, dialysis centers, local human service agencies and other service providers in the region. Education shall emphasize the availability of non-emergency transportation services, eligibility for these services, the authorization process for single trips and standing orders, and how to access and use these services properly.

Prior to project implementation, DMAS, with the assistance of the Contractor, will notify all current recipients, facilities and providers of the changes in the transportation delivery system and the Contractor's toll-free and Voice/TTY number for requesting non-emergency transportation services and contacting quality assurance personnel.

Supplemental Materials: The Contractor is encouraged to develop supplemental written materials for recipients, facilities and transportation providers. Any materials developed by the Contractor for distribution to recipients or providers require prior approval by DMAS.

Recipient Education: The Contractor is responsible for educating recipients who do not comply with established policies and procedures. The Contractor shall use a recipient education policy provided by DMAS for recipients who are chronically late or absent for scheduled trips. The policy also covers recipients whose behavior en-route threatens the safety of the recipient, the driver, other passengers or the safe operation of the vehicle. Incidents must be documented promptly in the transportation database. The Contractor or contracted transportation providers may not charge recipients for no-shows.

Prior to Implementation: Thirty (30) days prior to implementation, the Contractor shall mail (first class) written materials developed by DMAS to inform and educate the target population about the new transportation delivery system.

4.2. Verify Recipient Eligibility

The Contractor shall be responsible for receiving and processing all requests for non-emergency transportation services for fee-for-service Medicaid and FAMIS program recipients residing in the region who are not enrolled in a capitated managed care program.

Eligibility File: At least monthly, DMAS will provide the Contractor a downloadable file of Medicaid or FAMIS recipients who are eligible for transportation in the Contractor's region. For each recipient requesting non-emergency transportation services, the Contractor shall verify the recipient's enrollment in Medicaid or the Virginia Title XXI plan and make an assessment of the recipient's need for transportation services. This assessment shall be in accordance with DMAS transportation policy as set forth in the DMAS Transportation Manual and through DMAS policy

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updates. The Contractor, however, shall not assess recipients' need for Medicaid or Title XXI covered services.

Pertinent requirements in the transportation needs test include:

1. The recipient must be enrolled in fee-for-service Medicaid or FAMIS on the date of service;
2. The transportation is to or from a service covered by Medicaid or FAMIS;
3. The recipient has no other transportation available from a spouse or, in the case of minors, from a custodial parent or guardian. If the recipient owns a vehicle, the Contractor shall determine if there is a reason why the recipient's own transportation cannot be utilized (such as the vehicle is broken, out of gas, etc).
4. The transportation is to or from the nearest appropriate provider of care unless the recipient has a long-term relationship (of at least one year) with another provider within fifty miles of the recipient's home. The Contractor shall not deny the trip without determining if a closer appropriate provider is available. The contractor may require a written verification from the recipient's physician or psychologist attesting to the need for travel outside the area for specialized services.

Retro-Eligibility

The Contractor's payment is per-member-per-month and includes recipients who have become eligible retroactively. Therefore, the Contractor must have procedures in place to pay transportation claims for individuals who have applied for Medicaid but whose eligibility is deemed pending. The Offeror should explain how trips will be authorized and claims from providers will be paid, including in limitations the Offeror considers necessary.

Changes in DMAS Policy or Services: DMAS will provide the Contractor with instructions and ongoing training on Medicaid policy regarding specific Medicaid programs and covered services.

Transportation Out-of-Region or Out-of-State: The Contractor shall arrange transportation into and out of other regions and out-of-state when appropriate for eligible recipients residing in the region. The Contractor is not responsible for arranging transportation for recipients who reside outside of the region covered by the contract. The Contractor shall have a procedure for referring these recipients to the Contractor covering the region where the recipient resides. The Contractor to whom the recipient is referred will promptly arrange transportation for that recipient.

4.3. Authorize Transportation Services

The Contractor shall ensure that the transportation services authorized by the Contractor are the most appropriate transportation mode to meet the recipient's needs and in accordance with DMAS policy. The Contractor may need to contact the recipient's primary contact person, primary care physician, or other service provider to assess the recipient's need for special transportation services.

Fixed-Route Public Transportation: As the first option, the Contractor shall utilize the services of fixed-route public transportation if available and appropriate. Public intercity bus and train service is also available in a number of urban areas in the Commonwealth including Richmond, Tidewater, Lynchburg, Danville, Roanoke, and Northern Virginia. The Contractor shall provide recipients with disabilities with "travel training" in the use of public transportation.

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Allowable Related Expenses: The Contractor shall also ensure necessary related transportation expenses such as attendants, tolls, parking, meals, and lodging are provided to eligible recipients as allowed under the Title XIX or Title XXI plan for Virginia.

Transportation Available Without Charge: Medicaid funds may not be used to pay for transportation services that are otherwise available without charge to both Medicaid and non-Medicaid recipients. Medicaid is generally the payer of last resort except for certain federal programs such as Title V Maternal and Child Health Block Grant funded services or special education related health services funded under the Individuals with Disabilities Education Act (IDEA). The Contractor may deny a recipient's trip request based on these Medicaid guidelines.

Denial of Service and Recipient Appeal Rights: When denying a request for transportation, The Contractor shall orally notify each recipient at the time of the request and state the reason for the denial. The Contractor shall also notify the recipient in writing of the reason for denying transportation service within two business days of the denial. The written notification shall use a template provided by DMAS upon contract award. The template shall state the reason for the denial, citing the specific law, regulation or DMAS policy. It shall also include a description of the recipient's appeal rights and a copy of the form for requesting an appeal hearing from DMAS. The Contractor shall prepare for and participate in recipient appeals as requested by DMAS, at the Contractor's expense.

DMAS Authority: In individual cases where the contract requirements or the DMAS Transportation Manual do not provide clear guidance, DMAS shall retain ultimate decision-making authority on authorization of transportation services. The decisions of the Appeals Division of DMAS on matters involving the Contractor's denial of transportation requests shall be final and binding on the Contractor.

Penalties: In the event the Contractor fails to notify a recipient in writing of the reason for denying transportation service within two business days of the denial, DMAS may apply financial penalties against the Contractor's monthly payment from DMAS up to \$250.00 per incident.

4.4. Schedule and Dispatch Trips

Automated Scheduling: The Contractor shall utilize an automated method to schedule and group recipient trips once they are authorized and shall assure that dispatching activities are performed efficiently. The scheduling method used must be capable of accommodating recurring trips, one-time trips, advance reservations, hospital and emergency room discharges, and requests for urgent trips. "Urgent trips" involve unscheduled episodic situations in which there is no threat to life or limb, but the recipient must be transported on the day of the request.

Trips shall be scheduled to ensure that the average waiting time for pickup or delivery does not exceed 15 minutes. The Contractor shall ensure that recipients arrive at pre-arranged times for appointments and are picked up at pre-arranged times. The pre-arranged times may not be changed by the assigned transportation provider without prior permission from the Contractor.

Grouping of Trips: The Contractor shall group trips to reduce the recipients' travel time and to promote efficiency and cost effectiveness for transportation providers. Travel time for a group trip cannot exceed by more than 45 minutes the time for the first recipient on the route to reach the destination without stops for other passengers.

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Software: Contractors shall be required to provide the software necessary for recipient eligibility determination, trip reservations, scheduling, routing and grouping, record keeping and reporting, as required by this RFP. The software will be licensed to DMAS. DMAS will also own all data and files. If the software is proprietary, DMAS shall own all of the recipient data, trip data, and other relevant data but not the program files.

Advance Reservations: Recipients must make requests for transportation not less than 48 hours (two calendar days) before the service is needed. However, scheduling problems will occur from time to time when providing urgent trips or return trips. The Contractor shall demonstrate an ability to deal with last minute requests from recipients, scheduling changes, and providers who do not arrive for scheduled pick-ups.

Escorts: The Contractor shall allow one escort to accompany a recipient or group of recipients who have special needs or who are minor children. Minor children are considered less than age 18. An escort is a parent, caretaker, relative or friend who accompanies the recipient. No charge shall be made for escorts or attendants.

Unscheduled Pick-up: When a time for the recipient's return trip cannot be scheduled in advance, the Contractor shall ensure timely pick-up of recipients following the completion of their appointments. Pick-up must occur within 45 minutes of the Contractor receiving notification that the recipient's appointment is completed. The Contractor shall assure that the recipient is returned to their agreed point of origin.

Scheduling Consistency for Recipients with Disabilities or Special Health Care Needs: DMAS expects the Contractor to accommodate passengers who have disabilities or special health care needs. Recipients with developmental or cognitive disabilities who have standing orders or recurring trips must, to the extent possible, be scheduled continuously with the same providers and drivers. When the contract begins, the Contractor should maintain standing order passengers with their current providers. Consistent driver assignments help to ensure timeliness and reduce behavioral problems en route. Recipients' familiarity with drivers helps expedite passenger loading and unloading. Similar accommodation should be provided to recipients who are physically frail, receiving dialysis or have other significant health care needs or are limited in their activities of daily living.

The Contractor should work with its providers to develop regular routes for standing orders, serving the same recipients each day with regular driver assignments that change only in case of vacation, illness, or performance problems including those based on customer feedback. The recipient's family and facility should be notified by the Contractor at least 24 hours in advance of changes in drivers or providers.

The Contractor and provider will maintain consistent routes and pick-up/drop-off times, once efficient routes have been established. The Contractor shall work closely with nursing facilities, dialysis centers, Area Agencies on Aging (AAA), Community Services Boards (CSB), and private providers of mental health, mental retardation and developmental disability service providers to ensure that scheduling consistency occurs for their recipients.

Communication with Providers: In order to comply with HIPAA requirements for protecting personal health information, trip assignments should be sent from the Contractor to the provider by a facsimile device. Providers and Contractors must have a dedicated telephone line available twenty-four hours per day for faxing purposes.

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4.5 Real-time Communications

For the safety of passengers, the Contractor must have a real-time link (e.g., telephone or two-way radio) with each transportation provider in order to ensure that each trip is completed on time and to resolve problems as they occur. Each transportation provider must also have a real-time link with each vehicle in its fleet.

The Contractor shall ensure that all real-time activities, including but not limited to those listed below, are managed in a professional manner.

- 1) Emergencies such as accidents, incidents, and vehicle breakdowns. In the event of a vehicle breakdown, the provider must contact the Contractor immediately to report the breakdown and arrange for alternative transportation for the client(s) on board.
- 2) Cancellations of trips by recipients
- 3) Complaints about late trips and no-shows
- 4) Recovery of late trips and no-shows

The Offeror shall detail the approach to real-time communication. The description must include how the communications between recipient, Contractor, provider, and driver will be managed to ensure that there are no delays in recipient services or emergency relief.

4.6 Backup Service

Fulfillment of All Trip Requests: The Contractor is responsible for fulfilling all verified trip requests and ensuring that all trips are completed safely and on-time. DMAS expects the Contractor to pay more for after-hours or weekend trips. Occasionally, the Contractor may not be able to find a provider for a recipient's trip. A late night discharge from an emergency room is one example. In that event, the Contractor must take whatever steps are necessary to find and pay a reliable out-of-network provider for the trip or, as detailed below, serve as the provider of last resort.

Contractor-Operated Vehicles: The Contractor may directly operate vehicles and provide trips with these vehicles as the provider of last resort. However, the Contractor is prohibited from directly operating more than five percent (5%) of the total eligible monthly one-way trips in a region. When the Contractor provides a trip, the following conditions must be met: 1) efforts to make arrangements for transportation through subcontracted transportation providers have failed, and 2) the transportation is provided after hours (between the hours of 6 PM and 6 AM) or during severe weather. DMAS must be notified within twenty-four hours and the trips must be reported separately from other brokered trips on a weekly basis.

Prior to use by the Contractor, the vehicles must be inspected and the drivers must be credentialed using the same requirements applied to other providers in Section 4.10 of this RFP.

Trip Recovery: The Contractor must ensure that each provider is responsive to all vehicle breakdowns, problems or delays in delivering service. The Contractor must ensure that the provider has adequate backup capability to recover the trips, and ensure that recipients are not late for their appointment and do not have excessive time on the vehicle.

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Notification by Providers: The provider must inform the Contractor immediately of any breakdown, accident or incident as well as any other problems that might cause a delay of more than fifteen minutes in the trip. Immediately after the Contractor is notified of a delay exceeding fifteen minutes, the recipients or their representatives and the facilities or families at the destination point must also be notified and other transportation arranged to ensure appropriate transfer.

Adverse Weather Plan: The Contract shall have a written plan that describes how the Contractor will provide transportation for recipients who need dialysis and other critical medical care during adverse weather conditions such as hurricanes, other flooding or heavy snowfall. The plan shall identify both facilities and providers that are available. The plan must be submitted to DMAS for approval by July 15 annually.

4.7 Establish and Maintain Transportation Database

The Contractor shall establish and maintain a computer database sufficient to meet the needs of the transportation program in the region(s) contracted. The Contractor shall be able to process monthly computer files of Medicaid and Title XXI persons in the region and related information from DMAS or its fiscal agent. This information shall be used to confirm recipient eligibility and assist with service authorization and trip scheduling. This recipient eligibility file will be in an ASCII or other general file format for use on personal computers. Eligibility information is available via an electronic bulletin board and is updated twice monthly. The Contractor will be expected to access the data without additional cost to DMAS. DMAS will provide the Contractor with a minimum 60-calendar day advance notice prior to the date of implementation of any changes in access.

Data Elements: The Contractor shall maintain client level computerized data on recipients that contain the following data elements, at a minimum:

- 1) Recipient's name
- 2) Date of birth and current age
- 3) Gender
- 4) Weight, if in excess of 250 pounds
- 5) Medicaid or FAMIS program ID number
- 6) Physical address
- 7) Telephone
- 8) E-mail address
- 9) Primary contact person (this could be a family member, case manager, or other representative)
- 10) Directions to home if applicable
- 11) Program eligibility
- 12) Name of primary care provider (PCP)
- 13) Telephone Number of PCP
- 14) Third party liability status
- 15) Usual mode of transportation (e.g., wheel chair)
- 16) Verification of appointment, if applicable
- 17) Notes
- 18) Special needs (e.g., medical condition, weight, wheelchair, walker, door-to-door assistance, language, etc.)
- 19) Assistance needed (do they need assistance to complete the trip)
- 20) Two-year trip history

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21) Recipient eligibility category information (e.g., MR Waiver, FAMIS, etc.)

The Contractor shall also maintain a daily, computerized Trip Log (excluding public transportation and gas mileage reimbursement) that documents the following data elements, at a minimum:

- 1) Recipient name
- 2) Medicaid or FAMIS program ID number
- 3) Requester name (if different)
- 4) Date/time of request
- 5) Date/time of appointment
- 6) Mode of transportation authorized
- 7) Scheduled time of pick up and drop off
- 8) Actual time of pick up and /drop off
- 9) Pick up location
- 10) Drop off location
- 11) Referral, approval, or denial (include reason) of transportation
- 12) Ancillary services authorized (e.g., parking, tolls, lodging, meals, attendant, children)
- 13) Transportation provider number assigned by Contractor. (In the case of ambulance service, the DMAS ambulance provider number is utilized.)
- 14) Date/time of notification to transportation provider
- 15) Mileage authorized
- 16) Trip cost
- 17) Staff member referring, authorizing or denying the request
- 18) Notes (cancellation, incomplete request, no-show)

The Contractor shall maintain electronic and hard copy files on transportation expenditures, by transportation provider, that document the number of trips reserved. These must be easily cross-referenced to actual trips provided and to specific recipients for monitoring purposes.

Software Capabilities: The Contractor's software shall accommodate the following functions for daily operations, service authorization, trip scheduling, trip grouping, provider reimbursement, and DMAS monitoring:

1. Record recipient and Trip Log data and store it in a designated database format;
2. Back up the database on a daily basis; and
3. Retrieve data by recipient ID number, name, date, or other identifier to create a history of approvals and denials for at least a 24-month period.

This file shall be available to DMAS within 24 hours of request or the next business day.

Format and Data Requirements: For reporting purposes, format and data elements must conform to DMAS requirements. This may involve the translation of existing data into a format acceptable by DMAS. The Contractor shall be responsible for all programming functions and costs associated with the maintenance or enhancements of this database.

4.7.1 Connectivity to Medicaid Management Information System (MMIS)

The DMAS will provide technical assistance to the contractor to ensure that appropriate linkage to the MMIS occurs and to ensure that the contractor purchases the necessary equipment for the utilization of the MMIS. The DMAS will ensure the contractor and their staff members receive training in the use of the MMIS. All expenses incurred in establishing connectivity between the

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contractor and First Health Services Corporation (FHSC), will be the responsibility of the contractor. Contractor access to the MMIS will be in read-only format.

The Contractor is expected to access the MMIS via a dedicated (i.e., non-switched) data line employing TCP/IP protocol only. This data line will go from the contractor's facility to First Health Services Corporation (FHSC), Innsbrook Data Center. The contractor shall provide the data line itself, DSUs/CSUs, routers, and any other necessary DTE/DCE equipment at both ends of the line. The type and speed of the data line provided shall be adequate to meet the performance requirements of this RFP. The Contractor's network shall present only public IP addresses across the data line and may be required by FHSC to provide a public address subnet for router-to-router connection. Connection to the fiscal agent's router (winning vendor may have to provide at their cost) will be a standard serial port (i.e., no ISDN, Frame Relay, ATM, etc. specific ports). Connection across the Internet will not be allowed.

For the contractor to interface with the new MMIS, the contractor will need to acquire, install, and make operational Client Builder, TN 3270 version 6.2 runtime "fat client" (or latest) on all workstations and load any new MMIS GUI screen updates.

The Fiscal Agent will only provide the MMIS GUI screen files, which were developed using Client Builder. The contractor will work directly with the Fiscal Agent to coordinate the install and update of the contractor's installed base of Client Builder as each release of new MMIS screen updates is made available. If the contractor already has a direct data line connection to the fiscal agent (MMIS), an additional data line is not necessarily required. The existing data line may be used for the requirements of this RFP provided that the combined use of the line does not adversely impact the performance requirements of this RFP. That is, the bandwidth of the current line may have to be increased at the contractor's expense to accommodate combined usage. However, multiple connections to the fiscal agent from the same location are not desirable.

FHSC requires a Symantec appliance firewall on its end of the line for each outside connection to its data center. FHSC provides and configures the firewall and charges for the expense. In the event such a firewall is required, the contractor will absorb the expense. The contractor should allow sufficient time for installation, configuration, and testing of the data line and associated equipment before putting it into production.

The contractor is expected to comply with the Health Insurance Portability and Accountability Act (HIPAA) Final Rules and Standards related to the electronic transactions of data between the contractor and FHSC, electronic correspondence between the contractor and DMAS, and transmission within and out of the contractor's corporate network including any ISPs. These HIPAA standards involve:

- 1) The Privacy of Individually Identifiable Health Information;
- 2) Standards for Electronic Transactions; National Standards for Employer Identifiers;
- 3) National Standards for Health Care Provider Identifiers; and the
- 4) HIPAA Privacy and Security Regulations.

The contractor will be expected to provide DMAS with a written Security Plan that describes the use of data that will be transmitted to DMAS or FHSC or reside in the custody of the contractor. FHSC may also require an executed HIPAA trading partner agreement with the contractor.

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Connectivity Plan: In the Proposal, the Offeror will provide DMAS Information Management with a connectivity plan to include, but not be limited to, connection endpoints, bandwidth, type of line, and expected protocols and application-to-application connection details.

DMAS Remote Access: The Contractor shall provide DMAS remote access (read-only) to the Contractor's computer system. The designated access will be located and installed at DMAS and shall allow DMAS to verify all the aforementioned elements noted in this Section 4.7. The Contractor shall provide equipment and training on how to use the Contractor's system.

Prior to Implementation:

Remote access to MMIS must be operational thirty-days prior to implementation.

4.8 Establish and Maintain Telephone Call Center

The Contractor must have a Call Center and a central business office located within Virginia. If a single contractor has a statewide contract for all seven regions, the Call Center must be located in the City of Norton.

The Call Center shall provide professional, prompt, and courteous customer service. The Contractor shall establish and maintain an adequately staffed Call Center and shall ensure that the staff treats all callers with dignity and respect the caller's right to privacy and confidentiality. The Contractor shall process all incoming telephone inquiries for non-emergency transportation services in a timely, responsive, and courteous manner.

Telephone staff shall greet the caller and identify themselves by name when answering. All eligibility/reservation recipient lines shall be recorded with the capability of reviewing data up to eight weeks prior. Callers must be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines shall not be recorded.

The Contractor agrees to relinquish ownership of the toll free numbers upon contract termination, at which time DMAS will take title to these telephone numbers.

Communication and Language Needs: The Contractor shall ensure that the communication and language needs of all recipients are addressed. This applies to all non-English speaking recipients and is not limited to prevalent languages. The recipient cannot be charged for translator services.

Written material must be available in Spanish and other non-English languages that DMAS deems necessary.

Written material must also be available in alternative formats for recipients who are visually impaired, who are speech-impaired or who have limited reading proficiency.

Emergency Medical Requests: The Contractor shall ensure that recipients with emergency requests are referred or transferred immediately to 911 or an appropriate local emergency ambulance service. The Contractor shall not provide emergency transportation under this Contract.

Hours of Service: At a minimum, the Call Center shall be staffed to receive telephone calls from recipients or their representatives during the hours of 6:00 AM to 8:00 PM (local time) Monday-Friday except national holidays. A voice messaging service shall be available after hours and calls must be returned by 10:00 a.m. the next day.

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The Contractor must provide 24-hour, 7 days per week access by telephone to a live voice (an employee of the Contractor or an answering service) or an answering machine that will immediately page an on-call employee of the Contractor to address transportation problems during non-office hours.

As part of its recipient educational responsibilities described in Section 4.1, the Contractor may need to educate recipients who habitually call after regular working hours and leave messages requesting transportation.

Toll-free Access: The Contractor shall have a sufficient number of properly functioning toll-free and V/TTY telephone numbers for recipients and other responsible parties to request transportation services, to obtain information about transportation services, and to register complaints. Recipients shall not incur a charge for placing a call, other than those applicable for local calls.

Capacity: The Contractor shall have sufficient and appropriate staff to handle all calls, recover trips, resolve complaints and address transportation related questions and problems. In the proposal, the Offeror shall document the number of phone calls the proposed phone lines can accommodate per time frame (per hour), sufficient availability at peak hours, and the availability of staff as opposed to voice-mail options.

Staffing and Performance Standards: The telephone staffing shall be adequate to fulfill the following standards of promptness and quality:

- 1) Ninety-five percent of telephone calls shall be answered within five rings during live voice answering (from 6 AM- 8 PM)
- 2) A call pick-up system that places the calls in queue shall be used
- 3) Blocked call rate (busy signal received) of five percent (5%) or less on an average daily basis
- 4) Wait time shall be no more than three (3) minutes for callers on hold on an average daily basis
- 5) Call abandonment rate shall be no more than five percent (5%) on an average daily basis.

Because call center performance is critical to the success of this project, the Offeror shall describe in detail how it will monitor these standards and perform corrective action when necessary. These requirements apply to all calls going to the Call Center.

Automatic Call Distribution System (ACD): The Contractor shall install and maintain a automatic call distribution system (ACD) and call reporting system that records and aggregates the following information, at a minimum:

- 1) Number of incoming calls;
- 2) Number of answered calls by Contractor staff;
- 3) Average number of calls answered by Contractor staff;
- 4) Average call wait time;
- 5) Average talk time;
- 6) Percent of calls answered by Contractor staff under three minutes;
- 7) Number of calls placed on hold and length of time on hold;
- 8) Number of abandoned calls and length of time until call is abandoned;
- 9) Number of available operators by time of day/day of week.

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The ACD logs shall be maintained daily, tallied and sent to DMAS on a weekly basis in the reporting format specified by DMAS. The Contractor shall also maintain daily logs on the Telephone Call Center that includes the following data:

- 1) Number and type of telephone calls received related to transportation services;
- 2) Number of trips assigned;
- 3) Number of transportation requests denied and reasons for denials;
- 4) Number of complaints and description of complaint;
- 5) Number of inquiries and information only calls;

The Call Center data shall be computerized but also must be reproducible in hard copy format. A copy of this log shall also be submitted to DMAS weekly in a format approved by DMAS.

The Offeror's proposal shall include operational procedures, manuals, forms, and reports necessary for the smooth operation of the Call Center. The Offeror shall include a "script" which the Call Center representatives shall use to determine the recipient's eligibility, mode, purpose and all other pertinent information relating to the trip. All scripts will be approved by DMAS prior to use by the Contractor.

Required Telephone Lines: The Contractor shall have properly functioning toll-free telephone numbers for recipients and other individuals or organizations to call to request transportation services. To ensure timely access for recipients and others, calls should be categorized and routed as follows:

- 1) Calls to request a ride,
- 2) Calls to dispatch in order to recover a ride in real-time
- 3) Calls to obtain information about transportation services,
- 4) Calls to register complaints, and
- 5) Calls to an administrative line for use by DMAS to contact Contractor immediately. This line shall not be recorded.

In addition, a routing system or separate telephone numbers must be available for recipients; transportation providers, and facilities such as hospitals, nursing facilities, and mental health and mental retardation service providers. An effective system shall include separate contact numbers (or other means of routing calls) for recipients, facilities, and transportation providers

Facilities that request trips for recipients shall have a separate toll-free number for voice requests and a toll-free fax line. Transportation providers shall also have a separate toll-free number for voice and a toll-free fax line.

Multiple Reservations: The Contractor shall provide a means for facilities or service providers to make reservations for multiple recipients during one call rather than imposing a limit on each call to the Call Center. Offerors shall explain in detail how this will be handled.

Ownership of Telephone Numbers: The telephone numbers must be listed in DMAS's name and will revert to DMAS upon contract termination.

Penalties: If the Contractor fails to comply with any of the aforementioned criteria set forth in section 4.8 Establish and Maintain Telephone Call Center, DMAS may apply financial penalties against the monthly payment from DMAS up to \$500.00 per incident.

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Prior to Implementation:

The Contractor's telephone system must be fully operational and staff training must be completed for a readiness review fifteen days prior to the effective date of implementation.

4.9 Recruit and Maintain an Adequate Transportation Network

Medicaid recipients' access to healthcare is highly dependant on a reliable network of professional transportations providers who are paid fairly for their work. The Contractor shall establish an adequate network of transportation providers to deliver non-emergency transportation services to Medicaid and FAMIS program recipients in the region who are not enrolled in capitated managed care plans. The Contractor may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and cost-efficient transportation services are provided.

Capacity: The Contractor shall have sufficient capacity available to meet all of the non-emergency transportation needs of the Medicaid and FAMIS recipients in the region served. The Contractor shall use both subcontract agreements with transportation providers and other arrangements such as public transit, volunteers or gas reimbursement. Access to transportation services shall be at least comparable to transportation resources available to the general public. Capacity shall include ambulances, wheelchair vans, stretcher vans, public transportation, and taxicabs.

The Contractor shall ensure the provision of service delivery to meet the needs of recipients for routinely scheduled trips and urgent trips. The Contractor shall provide services through subcontracts with public, not-for-profit, and for-profit organizations, and other qualified transportation providers.

Availability: Transportation to covered services shall be available during evening hours, on weekends, and on holidays. The Contractor shall ensure that recipients can access transportation services without language barriers.

Provider Reimbursement: The Contractor may use a variety of reimbursement methods such as a rate per mile, per zone, per hour, per trip or per month. The Contractor's contracted payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and to ensure recipients' access to covered medical services. All provider reimbursement methods must be approved by DMAS thirty (30) days prior to implementation of the contract.

Reimbursement per Mile: If provider reimbursement is based on a rate per mile, the Contractor shall utilize a commercial software program approved by DMAS for trip planning. The software must demonstrate the ability to make an accurate determination of the street or road mileage from the recipient's residence to the service site and the return trip. In its Transportation Providers Manual, the Contractor must have a written explanation of how mileage is calculated and how disagreements over mileage will be resolved.

Provider Grievance Process: In its Transportation Providers Manual, the Contractor shall have a provider grievance process for resolving issues such as mileage determinations, billing issues, and other disputes between the Contractor and its transportation providers. The provider shall submit issues in writing and the Contractor must acknowledge receipt within 5 business days. Both parties

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shall copy DMAS on all correspondence. The Contractor shall resolve disputes within sixty days if possible and make a bi-weekly progress report to DMAS.

Ambulance Trips: For transportation by ambulance, the Contractor shall establish contract agreements only with ambulance companies currently enrolled with DMAS and licensed through the Virginia Department of Health, Office of Emergency Medical Services (EMS). The Contractor shall utilize the DMAS assigned provider number for the ambulance company for billing information maintained by the Contractor. DMAS will provide the Contractor with a list of currently enrolled ambulance companies.

Providers Terminated for Fraud or Abuse: The Contractor is prohibited from contracting with providers who have been terminated from the Medicaid program by DMAS for fraud or abuse. In accordance with section 1128(a)(1) and 1932(d)1 of the Social Security Act and 42 CFR 438.610, and other applicable statutes and regulations, the Contractor shall not participate with any individual or entity that has been excluded from participation in Federal health care programs. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States. A searchable database of persons excluded from participation can be found at www.exclusions.oig.hhs.gov.

Community-based Providers: The Contractor is encouraged to contract with Community Service Boards (CSBs); private providers of mental health, mental retardation and developmental disability service providers; Area Agencies on Aging (AAAs) and other community agencies that currently provide transportation services. The Contractor will ensure to the greatest extent possible that these organizations' recipients remain in a stable and consistent setting with their regular drivers. Community-based providers, with prior approval by DMAS, may be allowed to restrict the transportation they provide to the type of recipients they serve.

Provider Contracts: All subcontracts for the provision of transportation services shall specify the following minimum requirements and responsibilities of the Contractor and subcontracted transportation provider;

- 1) Scope of services required from the transportation provider;
- 2) How the services, activities, and tasks to be performed by the transportation provider will be carried out;
- 3) Pick up and delivery requirements;
- 4) Driver and vehicle requirements;
- 5) Contractor-provided training on the Contractor's policies and procedures
- 6) Contractor-provided training on DMAS policies and requirements for transportation providers, drivers and attendants;
- 7) Procedures the Contractor will employ to monitor the transportation provider and how non-compliance will be addressed by the Contractor;
- 8) Contract effective date and duration, termination, and renewal options;
- 9) Any financial penalties that may be assessed against providers;
- 10) Reporting requirements of the transportation providers and expectations regarding driver logs;
- 11) Financial terms of the agreement including billing schedules and terms of payment for the various modes;
- 12) Provider grievance procedures;
- 13) Driver, vehicle, and equipment requirements and service standards necessary to carry out the range of services covered (see Section 4.10);

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- 14) Required certification of small businesses, minority-owned businesses, and women-owned businesses with the Virginia Department of Minority Business Enterprise
- 15) Health Insurance Portability and Accountability Act (HIPAA) requirements; and
- 16) Agreement by the transportation provider to be bound by the mandatory terms and conditions of this Contract.

Approval of Standard Contract: The Offeror shall submit a copy of its standard contract agreement with the transportation providers to DMAS as part of the proposal. DMAS must approve the standard contract and all of its provisions, including penalties and sanctions, in advance. DMAS must be notified and approve any amendments to the standard contract agreement, excluding rates.

Provider Daily Logs: The Contractor shall require that the transportation providers' drivers maintain daily logs containing, at a minimum, the following information:

- 1) Date of service
- 2) Driver's name
- 3) Driver's signature
- 4) Driver attendant's full name (if applicable)
- 5) Driver attendant's signature (if applicable)
- 6) Vehicle ID number(s)
- 7) A unique transportation provider number, assigned by Contractor. For providers of ambulance service, the DMAS ambulance provider number is utilized
- 8) Actual start time (from base station) in military time
- 9) Each authorized recipient with actual pick up time (in military time)
- 10) No-show indicator
- 11) Each actual drop off time (military time) for authorized recipient
- 12) Actual number of wheel chairs, attendants, and children, per trip
- 13) Actual return time (to base station) in military time
- 14) Mileage
- 15) Authorized stamp and signature of transportation provider
- 16) Other pertinent information regarding completion of the trips

Driver Manifests: Two business days prior to the day of the trip, the Contractor shall provide a driver manifest to the transportation provider who will provide a copy to the driver. The manifests supplied to providers must have all necessary information for the driver to perform the trip, including but not limited to: a unique trip identifier for billing purposes, the name of the recipient, phone number, address of pick-up and destination (including the name of facility), mode of transport, directions, weight of individual with medical equipment to ensure safe lifting capacities, special needs or instructions.

If the Contractor sends a trip manifest to a provider less than 48 hours before the pick-up time, the Contract must also contact the provider by telephone to confirm that the trip has been accepted.

Driver manifests must provide the driver with any special instructions about the pick-up location, the passenger, and whether door-to-door service is required. The Contractor will include provisions regarding these requirements in its subcontracts with transportation providers.

The Offeror shall fully describe how it will assign trips to providers and communicate the information in a timely and efficient manner. The Offeror shall also describe its procedures for

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assigning urgent trips, re-routed (refused trips) and hospital discharges. Innovative and creative approaches are encouraged.

The Contractor shall ensure that recipients arrive and are picked up at the pre-arranged times for appointments. The Contractor shall ensure that appropriate door-to-door or curb-to-curb service is provided. Offerors shall include specific information in their proposal to explain how this will be achieved.

On-time Performance: The Contractor shall have procedures in place to ensure that vehicle availability is adequate to fulfill standards of promptness. No more than one-half of one percent (0.5%) of the trips should be late or missed in each region per day.

The Offeror shall provide complete information on the Offeror's transportation capacity (number and types of vehicles in each city or county) as of the date of submission of this RFP, and planned capacity as of the anticipated start date of the contract with DMAS. The description shall also include contingency plans for unexpected peak transportation demands and back-up plans when notified that a vehicle is excessively late or is otherwise unavailable for service.

Letters of Commitment: The Offeror shall submit Letters of Commitment from transportation providers with whom the Offeror intends to negotiate a contract for transportation services prior to implementation of this RFP.

Insufficient Resources for Access: The Contractor must demonstrate that the transportation provider network provides adequate access in each city or county in the region, based on the number of recipients and the number of trips provided. If the Offeror, Contractor or DMAS identifies insufficient transportation resources in a region, the Offeror or Contractor shall develop and implement a provider recruitment plan to develop sufficient resources to meet the transportation needs of the Medicaid and FAMIS program recipients in the geographical areas covered within 10 days.

Provider List: The Contractor must provide a current list of its provider network to DMAS quarterly with additions and terminations of providers listed with the reason for each termination.

Prior to Implementation:

1. **Broker License:** The Contractor is required to apply for and receive a broker license from the Department of Motor Vehicles (DMV). The Code of Virginia, § 46.2-2099.18, states:

"No person shall for compensation sell or offer for sale transportation subject to this chapter or shall make any contract, agreement, or arrangement to provide, procure, furnish, or arrange for such transportation or shall hold himself out by advertisement, solicitation, or otherwise as one who sells, provides, procures, contracts, or arranges for such transportation, unless such person holds a broker's license issued by the Department to engage in such transactions; ..."

The application must be filed with DMV within thirty (30) days after the Offeror is awarded a contract with DMAS. More information is available at the DMV website: http://www.dmv.state.va.us/webdoc/commercial/mcs/programs/intrastate/con_forms.asp

2. **Pre-Implementation Network:** The Contractor shall have a sufficient network of providers under contract to fulfill the transportation needs of recipients ***thirty (30)*** days prior to

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implementation. The list shall be aggregated by transportation mode and shall include the following:

- a) Name and address of the provider;
- b) Medicaid vendor number, if available;
- c) Provider's area of service;
- d) Hours of operation;
- e) Description of the modes of services offered and the number of vehicles available
- f) Any limitation placed on the number of recipients served;
- g) Ability of the provider to offer services in a language other than English (specify the language).

Penalties: If the Contractor fails to comply with any of the aforementioned requirements set forth in Section 4.9 Recruit and Maintain Adequate Transportation Network, DMAS may apply financial penalties against the monthly payment from DMAS up to \$1,000.00 per incident.

4.10 Assure Compliance with Driver and Vehicle Requirements

The Contractor shall assure that all vehicles, drivers and attendants meet the requirements listed in this section. These requirements shall be included in all subcontractor agreements with transportation providers. Subject to prior approval from DMAS, the Contractor may establish additional requirements on drivers, attendants, and vehicles including taxis, wheelchair vans, stretcher vans, and ambulances.

Compliance with Other State and Local Authorities: The Contractor shall assure that the operators of wheelchair vans and ambulances comply with the requirements of the Department of Health, Office of Emergency Medical Services. All vehicles shall comply with the applicable laws, regulations and ordinances of federal, State and local agencies in the jurisdictions in which they operate, including taxicab authorities and ambulance authorities.

The Contractor shall assure that subcontracted transportation providers maintain sufficient liability insurance as established by the Commonwealth.

The Contractor shall assure that transportation providers comply with all applicable local, State, and federal requirements regarding licensing and certification of personnel and vehicles.

4.10.1 Requirements for Drivers

The Contractor shall assure that all drivers of vehicles transporting Medicaid and Virginia Title XXI program recipients meet the following requirements:

1. All drivers, at all times during their employment, shall be at least 18 years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.
2. Drivers shall have no more than three chargeable accidents or moving violations in the last three years. Drivers shall not have had their driver's license suspended or revoked in the previous five years.
3. Drivers shall not have been convicted of any barrier crime as identified in Section 63.2-1719 of the Code of Virginia. The Contractor must require that the transportation provider secure and maintain criminal background checks on each driver.

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4. The Contractor shall obtain approval of any such driver who has been convicted of a felony from DMAS before employment.
5. All drivers and attendants shall be courteous, patient, and helpful to all passengers and be neat and clean in appearance.
6. No driver or attendant shall use alcohol, narcotics, illegal drugs or prescription medications that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time. The transportation provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or drugs.
7. All drivers and attendants shall wear and have visible a nametag that is easily readable and identifies the employee and the employer. The driver shall show the nametag to the recipient or a facility employee upon arrival for picking up the recipient.
8. Vehicle always shall be smoke free. Drivers or attendants shall not smoke while in the vehicle, while assisting a recipient, or in the presence of any recipient.
9. Drivers shall not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Drivers shall not use mobile telephones while the vehicle is in motion.
10. Drivers or attendants must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle. Drivers or attendants must provide an appropriate level of assistance to passengers when requested or when necessitated by the passenger's mobility status and personal condition. This includes curb-to-curb, door-to-door, and hand-to-hand assistance, as required.
11. If a curbside pick-up is not being made, drivers shall identify themselves, show their identification and announce their presence at the entrance of the facility or residence at the specified pick-up location or to attending facility staff.
12. Drivers shall assist passengers in the process of being seated and confirm that all seat belts are fastened properly.
13. Drivers shall properly secure all wheelchairs and wheelchair passengers.
14. Drivers shall provide necessary assistance, support, and oral directions to passengers. Such assistance shall include assistance with recipients of limited mobility, and movement and storage of mobility aids and wheelchairs.
15. Before departing the drop-off point, drivers shall confirm that the delivered passengers are safely inside their destination.
16. Before the driver exits the vehicle, the engine must be turned off, with the key removed from the ignition and kept in the driver's possession
17. Drivers and attendants shall not touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat, to secure the seat belt, or to render first aid or assistance for which the driver has been trained.
18. Before transporting Medicaid and FAMIS recipients under this contract, all taxi and wheelchair van drivers and attendants must receive or have received training approved by DMAS on:
 - a) assisting recipients with disabilities, such as Passenger Assistance Safety and Sensitivity Training (PASS),
 - b) basic first aid
 - c) defensive driving
 - d) applicable HIPAA requirements.The Offeror shall describe in detail the training curriculum to be used, how the training will be offered before and after implementation, and the credentials of its trainers.
19. Drivers or attendants shall not solicit or accept money, goods or additional business from passengers.

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20. Drivers must be familiar with and knowledgeable of the streets and highways of the areas in which they are transporting.
21. Drivers must keep all recipient health care identifying information confidential, not visible to other passengers, and must not discuss it with anyone who is not involved with the recipient's treatment or other health care services.
22. The Contractor shall conduct all driver credential reviews prior to implementation and at least annually thereafter. The records of these reviews shall be maintained by the Contractor as described in Section 4.16 of this RFP.

4.10.2 Requirements for Vehicles

The Contractor shall assure that transportation providers maintain all vehicles adequately to meet the requirements of this RFP and resultant contract. Vehicles and all components shall meet or exceed State, federal, local, and manufacturer's safety and mechanical operating and maintenance standards for the vehicles.

Compliance with the American with Disabilities Act: Vehicles shall comply with the Americans with Disabilities Act (ADA) regulations. The Contractor will supply all transportation providers with a copy of the ADA vehicle requirements. Vehicles must be in full compliance with ADA vehicle requirements in order to be approved for use under this program.

Vehicle Requirements: All vehicles shall meet the following requirements:

1. The transportation provider shall provide and use a two-way voice communication system (mobile telephone or two-way radio) linking all vehicles used in delivering the services under this contract with the transportation provider's major place of business. Pagers are not an acceptable substitute.
2. All vehicles shall be equipped with adequate and functioning heating and air-conditioning systems.
3. All vehicles shall have functioning, clean and accessible seat belts for each passenger seat position. Seat belts must be stored off the floor when not in use.
4. Each vehicle shall utilize child safety seats provided by the operator when transporting children under age six.
5. Each vehicle shall have at least two (2) seat belt extensions available.
6. Each vehicle shall be equipped with at least one seat belt cutter, mounted above the drivers' door, for use in emergency situations. Exceptions to this requirement must be approved in advance by DMAS.
7. All vehicles shall have an accurate speedometer and odometer.
8. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
9. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
10. The exterior of the vehicle shall be clean, free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicles.
11. The interior of the vehicle shall be clean, free from torn upholstery, floor or ceiling covering; free from damaged or broken seats; and free from protruding sharp edges. The interior shall also be free of dirt, oil, grease and litter.
12. Vehicles will be free of hazardous debris or unsecured items and will be operated within the manufacturer's safe operating standards at all times.

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13. All vehicles shall have the transportation provider's business name and telephone number displayed on at least both sides of the exterior of the vehicle. The business name and phone number must appear in permanently affixed lettering that is a minimum of three inches in height and of a color that contrasts with its surrounding background.
14. To comply with HIPAA requirements, the word "Medicaid" may not be displayed on the vehicle or in the name of the business.
15. The vehicle license number, the Contractor's toll free and local phone number shall be prominently displayed on the interior of each vehicle. This information and the complaint procedures shall be clearly visible and available in written format in each vehicle for distribution to recipients upon request.
16. Smoking is prohibited on all vehicles at all times. All vehicles shall have the following signs posted in all vehicle interiors, easily visible to the passengers:

"NO SMOKING"

"ALL PASSENGERS SHALL USE SEAT BELTS"
17. All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.
18. All vehicles shall be provided with a first aid kit that includes at least the following items:

Three sizes of adhesive bandages	Antiseptic cleansing wipes
Dressing Pads	Oval eye pad
Conforming gauze bandage	Triangular bandage
Triple antibiotic	Insect sting relief pads
Cold Pack	Cotton-tip applicators
Latex gloves	Scissors
Sterile eyewash	
19. Each vehicle shall contain a current map of the applicable region(s) with sufficient detail to locate recipients and providers.
20. The Contractor shall ensure that transportation providers using sedans or multi-passenger vans are in compliance with state and local ordinances for taxis and are currently licensed by the local taxi authority, if one exists, in the jurisdictions in which they operate.
21. Ambulances and wheelchair vans carrying passengers between healthcare facilities must be licensed or permitted by the Virginia Department of Health, Office of Emergency Medical Services.
22. Insurance coverage for all vehicles at all times during the contract period in accordance with state and local regulations and contract requirements.
 - a) Taxis and Multi-Passenger Vans: The required amount of insurance is the greater of the amount required by city or county ordinance for taxis or \$500,000.
 - b) Interfacility Wheelchair Vans: The required amount of insurance is the greater of the amount required by the Virginia Department of Health, Office of Emergency Medical Services or \$500,000.
 - c) Ambulances: The required amount of insurance is the greater of the amount required by the Virginia Department of Health, Office of Emergency Medical Services or \$500,000.
23. Vehicles shall be equipped with a "spill kit" including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
24. Wheelchair vans shall secure and carry on board one spare wheelchair in good condition with a minimum seat width of twenty inches (20").
25. The Contractor shall document the lifting capacity of each wheelchair van in its network in order to route trips to providers with the appropriate lift capacity for recipients.
26. The Contractor shall have the capability of transporting bariatric patients in each region. In each region, the Offeror shall identify at least one provider for bariatric transports. The

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provider must meet the requirements and guidelines established for bariatric transport by the Virginia Department of Health, Office of Emergency Medical Services.

Semi-annual Inspection Plan: The Offeror shall describe a semi-annual (every six months) inspection plan to verify that all vehicles used by its transportation providers meet the requirements of this section and that safety and passenger comfort features are in good working order.

Inspection Sticker: Upon completion of a successful inspection, an inspection sticker approved by DMAS shall be applied to each provider vehicle. The Contractor shall place the inspection sticker on the outside of the passenger side rear window in the lower right corner. The sticker shall also show the license plate number and vehicle identification number of the vehicle. The Contractor shall complete an initial inspection of all the transportation providers' vehicles prior to the initial date of the contract. All vehicles must be inspected prior to transporting clients. Records of all inspections shall be maintained as described in Section 4.16.

Non-compliance: Any vehicle or driver found out of compliance with this RFP, these contract requirements or any State or federal regulations may be removed from service immediately by authorized employees of DMAS or the Contractor until the Contractor verifies that the deficiencies have been corrected. Any deficiencies and actions taken shall be documented and become a part of the vehicle's and the driver's permanent records.

Passenger Safety Requirements:

The contractor, provider and driver shall assure compliance with the following passenger safety requirements:

1. Passengers must have their seat belts buckled at all times while they are inside the vehicle. The driver shall assist passengers who are unable to fasten their own seat belts.
2. The driver shall not start the vehicle until all passenger seat belts have been buckled.
3. The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
4. Upon arrival at the destination, the vehicle should be parked or stopped so that passengers do not have cross streets to reach the entrance of their destination.
5. Drivers shall not leave passengers unattended at any time.
6. If passenger behavior or other conditions impede the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic and notify his dispatcher to request assistance.

Prior to Implementation:

The final plan, forms, inspection sticker and a list of trained inspectors shall be submitted by the Contractor to DMAS 60 days prior to the initial date of the contract and shall include the names of all employees who are authorized to inspect the vehicles for the Contractor.

4.10.3 Requirements for Stretcher Vans

Stretcher van service is an alternative mode of non-emergency transportation for pre-authorized trips. It is provided to an individual who cannot be transported in a taxi or wheelchair van and who does not need the medical services of an ambulance. Stretcher van service does not provide emergency medical transport and does not include any medical monitoring, medical aid, medical care or medical treatment during transport.

A driver and an assistant shall staff the vehicle, which is specifically designed and equipped to

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provide non-emergency transportation of individuals on an approved stretcher. A stretcher van is used for an individual who:

1. Needs routine transportation to or from a non-emergency medical appointment or service, and
2. Is convalescent or otherwise non-ambulatory and cannot use a wheelchair, and
3. Does not require medical monitoring, medical aid, medical care or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is secured safely.

In addition to the general requirements for all vehicles and drivers operating under this contract, stretcher vans shall be operated by a driver and an assistant who have completed DMAS approved training in first aid, handling blood borne pathogens, and in transferring, loading and unloading passengers in stretchers.

A. The following restrictions apply:

1. A stretcher van passenger shall not be left unattended at any time.
2. The driver and assistant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.
3. The assistant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
4. The stretcher van vehicle shall not be used:
 - a. for emergency medical transportation;
 - b. to transport a passenger who requires basic or advanced life support;
 - c. to transport a passenger who has in place any temporary invasive device (including a saline lock) or equipment such as an intravenous administration device or an airway maintenance device;
 - d. to transport a passenger who requires close observation or medical monitoring;
 - e. to transport more than one (1) stretcher passenger at a time;

B. The Contractor shall inspect and certify that each stretcher vehicle complies with at least the following:

1. The vehicle must be equipped with an approved stretcher used to transport individuals in the supine or Fowler's position.
2. Passengers shall be loaded headfirst.
3. Stretchers shall be one of two styles (excerpted from GSA Federal Specifications KKK-A-1822E, June 1, 2002):
 - a) Style 1: Elevating wheeled cot with a minimum length of 191/75 (cm/in), a minimum width of 56/22, and a maximum bed height when collapsed of 38/15 measured to the top of a positioned 8/3 thick mattress.
 - b) Style 2: Elevating wheeled cot with additional front roll in wheels with a minimum length of 200/79 (cm/in), a minimum width of 56/22, a maximum bed height when collapsed of 13/33 measured to the top of a positioned 8/3 thick mattress.
 - c) Length and width measurements shall be taken at the metal framing, excluding joint fittings. Stretchers shall have a polyester foam mattress at least 8 cm (3 inches) thick or an equivalent mattress covered with vinyl coated, nylon fabric or other non-porous fabric conforming to FMVSS 302, or equivalent, and restraint straps. At least three strap-type restraining devices (chest, hip, and knee) shall be provided per stretcher to prevent longitudinal or transverse dislodgement of the patient during transit. Additionally, the head of the stretcher shall be furnished with upper torso (over the shoulder) restraints that mitigate forward motion of the patient during severe braking or in a frontal impact accident. Restraining straps

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shall incorporate metal-to-metal quick release buckles, be not less than 51 mm (2 inches) wide, and fabricated from nylon or other materials easily cleaned and disinfected

- d) The stretcher fasteners and anchorages shall be a crash-stable side or center mounting cot fastener assembly with a quick release latch. It shall secure the Style 1 or Style 2 wheeled stretcher to the van body. The installed stretcher fastener device for wheeled stretchers shall be tested to comply with a 2200 lb. Pull test in accordance with AMD Standard 004, Litter Retention System. Additional stretcher related hardware is permitted, provided the patient compartment exit/entry is not encumbered with the stretcher in place. The furnished devices shall have a bright colored finish, if the device presents a tripping hazard in the entry/exit area when the stretcher is removed. (excerpted from GSA Federal Specifications KKK-A-1822E, June 1, 2002):
 - e) If the passenger needs a scoop, reeves or stair chair stretcher, the provider must supply it.
- 4. The stretcher van must comply with the Americans with Disabilities Act (ADA).
 - 5. A stretcher van must be maintained in good repair and safe operating condition and shall meet the same motor vehicle safety requirements as apply to all vehicles in Virginia:
 - a) State motor vehicle safety inspection must be current.
 - b) Exterior surfaces of the vehicle including windows, mirrors, warning devices and lights must be kept clean of dirt and debris.
 - 6. Safety belts must be provided for all passengers.
 - 7. A climate environmental system must supply and maintain clean air conditions and a controlled temperature inside the passenger compartment.
 - 8. Self-administered oxygen must be secured in accordance with AMD (Ambulance Manufacturers Division of the National Truck Equipment Association) Standard 003, "Oxygen Tank Retention System Test."
 - 9. On a stretcher vehicle, the following must appear in permanently affixed lettering that is a minimum of three inches in height and of a color that contrasts with its surrounding background:
 - a) The business name of the provider vehicle must appear on both sides of the vehicle body.
 - b) This lettering may appear as part of an organization's logo or emblem as long as the service name appears in letters of the required height.
 - c) If the transportation provider is also licensed by the Office of EMS as an EMS agency, the terms "Ambulance" or "Emergency Medical Service" or any combination of similar terms may appear on the vehicle only as a part of the service's name.
 - d) Any additional lettering, logos or emblems may appear on the vehicle at the discretion of the transportation provider. The height of any additional lettering must be less than the lettering used for the service's name.
 - e) All additional lettering, logos or emblems may not advertise or imply the capability to provide emergency medical services (EMS).
 - f) No stretcher van vehicle shall display the SOL (Star of Life) emblem or be equipped with emergency warning devices, audible or visual, such as flashing lights, sirens, air horns, or such devices except those which are required by State law for motor vehicles.
 - 10. The following requirements for sanitary conditions and supplies apply to all stretcher vehicles in accordance with recommendations and standards established by the Centers

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for Disease Control and Prevention (CDC) and the Virginia Occupational Safety and Health Law:

- a) The interior of the stretcher vehicle, including all storage areas, equipment, and supplies must be kept clean and sanitary.
- b) Waterless antiseptic hand wash must be available on the unit.
- c) Following transport and before being occupied by another passenger, all contaminated surfaces must be cleaned and disinfected using a method recommended by the Centers for Disease Control. Cleaning and disinfection supplies must be carried on each vehicle.
- d) All soiled supplies and used disposable items must be stored or disposed of in plastic bags, covered containers or compartments provided for this purpose. Red or orange bags must be used for regulated waste.
- e) Clean stretcher linen or disposable sheets and pillowcases or their equivalent shall be available in the vehicle and when used in the transport of a patient, shall be changed after each use.
- f) Blankets, pillows, mattresses, and rain cloths, used in the vehicle shall be intact and kept clean and in good repair.

C. In determining the appropriate use of stretcher van service, the broker shall use the following guidelines:

1. Prior to implementation of this service, the Contractor shall submit an implementation plan to DMAS for approval. The plan shall include:
 - a) Detailed protocols for determining the eligibility or ineligibility for transport by stretcher van,
 - b) Provisions for training the appropriate employees at the call center and the regional offices about these protocols
 - c) Provisions for educating appropriate providers, facilities and recipients about these protocols.
2. Eligible users for stretcher van services are medically stable, non-emergent individuals who need to be transported on a stretcher but do not need any medical monitoring, medical aid, medical care or medical treatment during transport.
3. Non-eligible users for stretcher van services include but are not limited to individuals with the following conditions and are not eligible for transport by stretcher van services under this contract:
 - a) Passengers requiring invasive procedures (I.V. therapy, drug administration, I.V. pumps, etc.).
 - b) Passengers requiring mechanical monitoring procedures.
 - c) Passengers requiring mechanical respiratory procedures or suctioning.
 - d) Passengers requiring oxygen therapy, except for self-administered oxygen.
 - e) Passengers who have sustained an injury and have not been evaluated by a physician.
 - f) Passengers who are known to have an acute, infectious process.
4. When the medical condition of a passenger suddenly changes and requires care to be rendered, the operator of the stretcher van will immediately contact the local 911 dispatcher to request help, then notify their own base of operations to advise them of the situation. Appropriate first aid may be initiated and continued until the EMS service has intercepted the transport or arrival at the hospital. Whenever a stretcher van is diverted to an Emergency Department or requests an EMS intercept, an Exception Report must be filed by the Contractor with the Virginia Department of

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Health, Office of Emergency Medical Service within two business days. A copy must be sent to DMAS at the same time.

5. An ambulance may be used in place of a stretcher vehicle only if it meets the equipment, supply and staffing requirements for ambulances as specified in VA EMS Regulations (12VAC5-31, Part II, Article 3. EMS Vehicle Classification and Requirements).

4.10.4 Procedures for Recipient Vouchers and Mileage Reimbursement

The Contractor is encouraged to use recipient vouchers and mileage reimbursement to provide the most cost efficient transportation service to the recipient if such transportation is appropriate to meet the needs of the recipient. The Contractor shall have procedures in place to verify and document that vehicles and drivers used in mileage reimbursement comply with appropriate state operating requirements, driver's licensure, vehicle registration, and insurance coverage.

Prior to Implementation:

Thirty (30) days prior to implementation, the Contractor shall a Voucher and Mileage Reimbursement Plan for DMAS approval. The Plan shall include the rates and procedures for pre-authorizing and providing recipient vouchers and mileage reimbursement.

4.10.5 Use of Fixed Route Public Transportation

The Contractor shall use fixed route public transit service whenever possible and appropriate to the need and ability of the recipient. The Contractor shall develop and implement procedures to determine whether public transportation is accessible to and appropriate for the recipient requesting transportation services. Such procedures shall take into account the distance from scheduled stops, the age and disability of recipient, any physical or cognitive impairment, inclement weather conditions and other pertinent factors.

The Offeror shall describe its plans for maximizing the use of public transportation and its experience in working with fixed route public transit or paratransit service. The Offeror shall also describe its approach to and its experience in providing "travel training" for people with disabilities.

Fare Media: If tokens, tickets or passes are used, the Contractor shall have procedures for timely distribution to the recipient to make the authorized appointment and adequate monitoring to validate that the tokens/passes were used for authorized transportation. The Contractor shall obtain prior approval for these procedures from DMAS.

Public Transportation Plan: The Contractor shall submit a plan on how to maximize the use of public transportation sixty (60) days prior to the initial implementation. The plan shall include the use of each public transit system in each respective region. The Contractor shall provide DMAS with a monthly progress report on the Contractor arranging public transit service for the recipient population served by public transit companies.

In arranging public transportation for recipients with disabilities, the Contractor must confirm the suitability of public transportation for each recipient with the recipient, the recipient's family or the recipients service provider. The Contractor must not utilize public transportation for the following situations:

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- High-risk pregnancy
- Pregnancy after the eighth month
- High risk cardiac conditions
- Severe breathing problems

Penalties: If the Contractor fails to comply with any of the aforementioned requirements set forth in Section 4.10 “Assure Compliance with Driver and Vehicle Requirements,” DMAS may apply financial penalties against the monthly payment from DMAS up to \$500.00 per incident.

Prior to Implementation:

Sixty (60) days prior to the initial implementation, the Contractor shall submit a Public Transportation Plan detailing how it plans to maximize the use of public transportation in each region. The plan shall include the use of each fixed-route public transit system in each respective region. The plan shall also describe how “travel training” will be provided to people with disabilities.

4.11 Provide Reimbursement for Transportation Services

The Contractor may negotiate individual service delivery rates through competitive bidding or utilize other strategies to ensure that the least costly and most appropriate transportation services are provided. The Contractor shall provide reasonable reimbursement of subcontracted transportation providers to ensure adequate non-emergency transportation service capacity and accessibility to meet the transportation needs of Medicaid and Virginia Title XXI program recipients in the region.

Timely Payment: The Contractor shall provide timely payment to each contracted transportation provider based on the authorized services rendered. Upon submission of an accurate invoice with proper documentation, full payment of all authorized trips shall be made to the transportation provider using a payment schedule approved annually by DMAS. A description of the Offeror’s billing policies, instructions and procedures must be submitted with the proposal. Any penalties for late submission must be included in the description. Any future amendments to this policy must be approved by DMAS.

With each payment, the Contractor is required to supply to the transportation provider a remittance advice that contains information such as the trip ID number, the date of the trip, the amount billed, the amount paid, and a clear explanation of any difference in payment.

Verification of Claims: The Contractor’s payment procedures shall ensure that transportation provider claims for reimbursement match verification of authorized trips. These procedures shall include verification of appointments with Medical providers for mileage reimbursement claims and when otherwise appropriate. The Contractor shall validate that transportation services paid for under this RFP are properly authorized and rendered. The Contractor shall also have adequate safeguards in place to prevent and detect fraudulent activity by transportation providers and recipients.

Reporting Suspected Provider or Recipient Fraud:

DMAS has sole responsibility for handling cases of suspected fraud by Medicaid recipients when eligibility for a public assistance payment is not involved (Medicaid only cases). Medicaid cases involving suspected fraud must be referred to DMAS, Recipient Fraud and Recovery Unit, 600 E. Broad Street, Suite 1300, Richmond, Virginia 23219.

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Cases of suspected fraud involving transportation providers or enrolled providers of medical services to Medicaid recipients must be referred to the Medicaid Fraud Control Unit in the Office of the Attorney General. A copy of the information sent to the Medicaid Fraud Control Unit in the Office of the Attorney General must be sent to the Provider Review Unit and the Transportation Unit at DMAS.

Submission of Claims: The Contractor shall allow its providers a minimum of 90 days from the date of service to submit claims for reimbursement without penalty. For providers who first bill Medicare, the 90-day timeframe shall begin on the date of the denial of the claim by Medicare.

Other Payers: The Contractor shall pursue other payers of transportation services for Medicaid recipients such as Medicare. DMAS will continue to pay for Medicare deductibles and co-payments for Medicare covered transportation services. DMAS will furnish the Contractor with other payer information on each recipient.

Encounter Data: The Contractor shall electronically transmit monthly encounter and payment data on all transportation services paid for by the Contractor. The data elements shall be based on the HIPAA compliant Health Care Claim (version 837-4010A format) and include at least recipient's name, Medicaid or Virginia Title XXI program ID number, date of service, transportation service provider, service type, pick-up point, destination, miles, amount paid, mode of transport, trip purpose, pick-up and drop-off time. The data elements will be specified by DMAS. The submission format to DMAS shall be in National Standard Format version 2.0 for transportation services. The Contractor shall upgrade to subsequent versions of this Format as specified by DMAS and the transmissions are required to meet the HIPAA Security standards for electronic protected health information. DMAS will provide the Contractor with a minimum 60-calendar day advance notice prior to the date of implementation of the revision. The data are to be provided to DMAS within ten business days after the close of the month using a mode of transmission and format specified by DMAS. The Contractor shall sign a for supplied by DMAS that attests to the accuracy of the encounter data.

Corrections and Penalties: In the event the data submission contains erroneous data as determined by DMAS, the Contractor has 30 days to correct the errors and resubmit to DMAS. If the Contractor does not correct the errors in the initial resubmission cycle and requires additional resubmission cycles or otherwise does not exercise reasonable effort in correcting the errors as determined by DMAS, DMAS may apply financial penalties against the monthly payment from DMAS up to \$10,000 per resubmission cycle.

4.12 Develop and Implement a Monitoring Plan

The Offeror shall include a draft Monitoring Plan in the initial proposal.

The Contractor is responsible for all services provided by subcontracted transportation providers. The Contractor shall assure adequate oversight of subcontracted transportation providers and assure that providers comply with all applicable State and Federal laws and regulations.

The Contractor shall monitor the transportation providers to ensure compliance with the terms of their subcontracts and assure compliance with all transportation provider-related requirements of this RFP including driver requirements, vehicle requirements, complaint resolution and delivery of courteous, safe, timely and efficient transportation services. Monitoring activities shall include but are not limited to:

1. On-street observations
2. Accident/incident reporting

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3. Statistical reporting of trips
4. Analysis of complaints
5. Driver (and attendant) licensure, driving record, experience and training
6. Recipient safety, assistance and courtesy
7. Completion of driver logs
8. Driver communication with dispatcher
9. Routine vehicle inspections, maintenance, emergency equipment and breakdowns

Corrective Actions: The Contractor shall have written procedures in place for taking appropriate corrective action whenever inappropriate or substandard services are furnished or services that should have been furnished were not. In addition, the Contractor shall have written procedures for taking appropriate action if a subcontracted transportation provider is out of compliance with federal or State laws or regulations. The Contractor shall report quarterly to DMAS on monitoring activities, monitoring findings, corrective action taken, and improvements by the transportation provider.

Semi-Annual Satisfaction Survey: As part of the Monitoring Plan, the Contractor shall conduct recipient satisfaction surveys regarding Medicaid transportation in the region every six months. The initial six-month period shall be the first six months the Contractor delivers services under this RFP. The survey shall be in a format and use sampling strategies that are provided or approved by DMAS. DMAS may provide survey questions that are to appear in the survey. All survey questions must be authorized by DMAS. Periodic sampling issues may include, but are not be limited to: (1) confirmation of scheduled trip; (2) driver and Contractor staff courtesy; (3) driver assistance when required; (4) overall driver behavior; (5) driver safety and operation of the vehicle; (6) condition, comfort and convenience of the vehicle; and (7) punctuality of service. The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which the Contractor's and transportation provider's staff interacted with recipients. The survey results are to be submitted to DMAS as described at 4.16.

The Offeror shall describe in detail its approach to and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plans, if any, for surveying specific populations such as recipients with disabilities, family members of recipients, facilities, and providers

Contract Liability Insurance: In addition to the strict quality assurance standards that the subcontracted providers shall meet, the Contractor shall have contract liability insurance coverage in the amount specified in Section 9.18 of this RFP.

Accidents and Incidents: The Contractor shall promptly report accidents to DMAS that have occurred in conjunction with a scheduled trip if a recipient was present in the vehicle. Accidents and incidents shall be reported to DMAS as follows:

1. Accident with Injury: Notification within 24 hours
2. Incident with Injury: Notification within 24 hours
3. Accident without Injury: Notification within 48 hours
4. Incident without Injury: Notification within 48 hours

Notification shall be in a form approved by DMAS. Additional documentation shall be provided as requested.

Quality Assurance Review: DMAS reserves the right to make quality assurance reviews on services under this contract. These reviews may be conducted in an anonymous manner and without advance notice.

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Prior to Implementation:

A final Monitoring Plan shall be submitted to DMAS 30 days prior to the initial implementation. A notification form for Accidents and Incidents must be included in the Plan. The Monitoring Plan shall also include a description of the methodology for the Customer Satisfaction Survey, a list of survey questions, and, if applicable, its methods for surveying other populations.

4.13 Resolve Complaints and Maintain Tracking System

The Contractor is responsible for receiving and responding to all complaints about non-emergency transportation services under this contract, verbal or written, from recipients, providers, DMAS or other sources. This includes complaints from transportation providers.

Written and Verbal Complaints: A complaint is defined as a verbal or written expression of dissatisfaction. The Contractor should encourage those with verbal complaints to submit them in writing. The Contractor shall attempt to respond verbally to the complainant within 24 hours of receipt of the complaint. A copy of any written complaint received by the Contractor shall be faxed to DMAS within 24 hours. The Contractor shall respond to written complaints in writing within 72 hours. Complaints regarding transportation services referred to the Contractor by DMAS for resolution require a written response from the Contractor back to DMAS within the timeframe requested by DMAS, but no more than 3 business days after receipt of the complaint.

Complaint Handling: The Contractor shall establish and maintain standardized written procedures for handling all complaints, including documentation requirements. Investigation shall entail obtaining as much factual information about the complaint as possible. The Contractor shall attempt to resolve the complaint, if possible.

Complaint Log and Summary: The Contractor shall maintain a log of all complaints, verbal and written, with documentation of the complaint and action taken to resolve the complaint. The Contractor shall compile a summary report and analyze complaints received on a monthly basis to determine quality of services to recipients and noting patterns or trends of complaints received. The Contractor shall analyze the complaint data for quality improvement as an integral part of its Monitoring Plan. The Contractor shall send a report to DMAS on a monthly basis of complaints received and their resolution including any corrective action taken. The summary report shall be in accordance with the specifications and format approved by DMAS.

Penalties: In the event the Contractor fails to comply with any of the requirements set forth in section 4.13 Handle Complaints and Maintain Tracking System, DMAS may apply financial penalties against the monthly payment from DMAS up to \$500.00 per incident.

4.14 Coordination with DMAS, Community Programs, and Health Care Providers

The Contractor shall attend meetings with DMAS staff as requested by DMAS, including transportation training sessions and the Medicaid Transportation Advisory Committee (MTAC). Costs of attending meetings shall be the Contractor's responsibility.

The Contractor shall coordinate its efforts with other DMAS program entities such as local Departments of Social Services and Departments of Health, Community Service Boards, regulatory and law enforcement entities, public and private transportation providers, and service providers.

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The Contractor shall establish linkages with community programs in such a way as to coordinate activities with existing programs serving the Medicaid and FAMIS program populations and minimize or avoid duplicate efforts and fragmentation of services to the same recipients. These linkages shall include referral protocols or formal agreements with such programs. These activities are to be at Contractor's expense.

The Contractor shall collaborate with other Contractors selected under this RFP in the coordination and delivery of transportation services for Medicaid and the Virginia Title XXI program recipients. This is especially important for recipients who travel across regions served by more than one Contractor.

The Contractor shall coordinate on a monthly basis the transition of care of individuals moving from its service area to the service area of another transportation vendor contracted with either DMAS or a DMAS contracted MCO. The format shall be determined by DMAS.

Regional Advisory Committees: The Contractor will establish working relationships with Community Service Boards, private mental health/mental retardation service providers, Area Agencies on Aging, nursing facilities and the health and medical community. The Contractor will establish a bi-monthly advisory committee in each region to include representatives of the above organizations, DMAS, transportation providers and a recipient.

Prior to Implementation:

Forty-five days prior to implementation, the Contractor shall submit a list of at least ten individuals who have agreed to serve on the Regional Advisory Committee in each region.

4.15 Recipients with Disabilities

DMAS must ensure that recipients with disabilities receive efficient, safe, and reliable transportation services. Offerors are required to include in their proposals specific actions that it will take as a Contractor to ensure this objective is met. The Offeror's response to this item should include information regarding how it will ensure:

1. That recipients with disabilities are transported with minimal disruption to their daily activities;
2. That appropriate assistance is provided to these recipients;
3. That its brokerage functions are coordinated with nursing facilities, CSBs, private mental health, mental retardation and developmental disability service providers, dialysis centers and AAAs; and
4. That it will provide for notification of the responsible party in the event of a change in transportation provider, pick-up/drop-off time, or other change in plans.

4.16 Provide Administrative Oversight and Submit Management Reports

Operating Procedures Manual: The Contractor shall be responsible for the management of overall day-to-day operations necessary for the delivery of non-emergency transportation services and the maintenance of appropriate records and systems of accountability to report to DMAS and comply with this RFP. The Contractor shall develop an operations procedures manual detailing all procedures to be used in scheduling and delivery of transportation services. This manual shall be submitted to DMAS for review and approval at least 60 business days prior to the start of operations. The Contractor shall incorporate modifications required by DMAS within 10 business days of notification. A Contractor will not be allowed to begin operations without an approved operations procedures manual. This operations procedures manual shall be given to all Contractor staff and shall be incorporated into all training programs for new employees.

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Transportation Providers Manual: The Transportation Providers Manual shall be provided to all transportation providers with whom the Contractor has subcontracted. The manual shall be reviewed in a mandatory orientation program to be provided by the Contractor to all contracted transportation providers. The operations procedures manual shall be reviewed and updated annually and whenever changes in operation are made. Updates and changes shall be approved by DMAS before distribution.

Use of DMAS Name and Logo: The Contractor shall not use the Department of Medical Assistance Services name, logo, or other identifying marks on any of the materials produced or issued without prior written approval.

Reporting Requirements: The Contractor shall submit accurate and complete management reports to DMAS at requested intervals and on demand. The Contractor shall provide the following management reports, at a minimum, to DMAS at the frequency and in the specified format indicated below:

1. Transportation Summary Report summarizing all denials, referrals, and authorizations for transportation services by type of transportation. This information is to be provided in electronic media to DMAS within ten (10) business days after the close of the month in a format prescribed by DMAS.
2. Call Center Report and ACD Report summarizing call volume, nature of calls and information listed in Section 4.8 of this RFP within ten (10) business days after the close of each month in a format prescribed by DMAS.
3. Recipient Satisfaction Survey Report summarizing the results of the surveys described in Section 4.12. to be submitted to DMAS within 30 business days of the end of each six-month period of actual service operation.
4. Complaint Log summarizing the complaint information listed in Section 4.13 of this RFP within ten (10) business days after the close of each month in a database format prescribed by DMAS.
5. Annual Transportation Report describing the project and contracted services; major problems and issues and how they were addressed and future plans; a statistical summary of services provided and other pertinent information. A draft of the report shall be submitted to DMAS within sixty (60) calendar days after the close of each year of operation and the final report shall be submitted to DMAS within thirty (30) calendar days of receipt of DMAS comments.
6. Other operational, management and/or ad hoc reports as required by DMAS, to include vehicle inspection reports

Timely Reporting: Timely receipt of these reports shall be a prerequisite for authorization of monthly payment to the Contractor. Therefore, failure to provide accurate and complete management reports by reporting deadlines may result in reduction, delay or suspension of payment to the Contractor until the reports are received and approved by DMAS. Data must be accurate. Failure to report data accurately and timely may result in a delay of future payments, a reduction in payment or termination of contract. A schedule of required Contractor reports is found in Attachment C.

Annual Audit: The broker shall submit an annual independent audit covering each calendar year in accordance with GAAP and generally accepted auditing standards. The audit shall include, but may not be limited to, the Balance Sheet, Income Statement, Statement of Retained Earnings, and Statement of Cash Flow. By June 1 of each year, the broker shall submit a copy of the audit to the state agency and provide an attestation to the completeness and accuracy of the information.

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Prior to Implementation:

The Contractor's Operating Procedures Manual and the Transportation Providers Manual shall be submitted to DMAS for review and approval at least 60 business days prior to the start of operations.

Penalties: In the event the Contractor fails to comply with any of the aforementioned reporting requirements set forth in section 4.16 Provide Administrative Oversight and Submit Management Reports, DMAS may apply financial penalties against the monthly payment from DMAS up to \$500.00 per incident per day.

4.17 Maintain Confidentiality of Information

HIPAA Compliance: The Contractor shall maintain the confidentiality of Medicaid and the Virginia Title XXI program information. The Contractor shall ensure that access to this information will be limited to the Contractor. The Contractor shall take measures to prudently safeguard and protect unauthorized disclosure of the Medicaid and the Virginia Title XXI program information in its possession. The Contractor shall establish internal policies to ensure compliance with Federal and State laws and regulations regarding confidentiality including, but not limited to, 42 CFR § 431, Subpart F, and Virginia Code § 2.1-377, 45 CFR Parts 160-164 (HIPAA), et. seq. In no event may the Contractor provide, grant, allow, or otherwise give, access to Medicaid or FAMIS program information to anyone without the express written permission of DMAS. The Contractor shall assume all liabilities under both State and Federal law in the event that the information is disclosed in any manner.

Requests for Recipient Information: Upon the Contractor's receiving any requests for Medicaid or Virginia Title XXI information from any individual, entity, corporation, partnership or otherwise, the Contractor shall notify DMAS within twenty-four (24) hours or on the next business day.

The Contractor shall ensure that there will be no disclosure of the data except through DMAS. DMAS shall treat such requests in accordance with DMAS policies. In cases where the information requested by outside sources is releasable under the Freedom of Information Act (FOIA), as determined by DMAS, the Contractor shall provide support for copying and invoicing such documents at the Contractor's expense.

4.18 Maintain Adequate Staff and Facilities

Project Director and Key Staff: The Contractor shall designate and maintain a Project Director for this contract who has day-to-day authority to manage the total project regardless of the number of regions covered in the contract. The Project Director shall be on-site in the business office location approved by DMAS during regular working hours. The Project Director shall also be available to DMAS by telephone during regular business hours.

The Contractor shall maintain sufficient levels of staff including supervisory and support staff with appropriate training, work experience, and expertise to perform all contract requirements on an ongoing basis. Telephone and administrative personnel shall be familiar with covered services under Medicaid and the Virginia Title XXI programs and other recipient eligibility prerequisites for covered transportation services. DMAS shall approve the Project Director and other key positions. DMAS shall have the right to require removal from this contract of any staff found unacceptable to DMAS with cause. DMAS shall be notified within seven (7) business days of key staffing changes and name changes.

Business Office: The Contractor shall establish a non-residential business office within the region for which the Contractor has contract responsibility. The Contractor shall maintain office hours from 7:00

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AM to 6:00 PM (local time) Monday-Friday except national holidays. The purpose of the business office is for the Contractor to have a physical presence within the region for conducting business with Medicaid and Title XXI recipients, transportation providers, nursing facilities, CSBs, AAAs, and other health care and community service providers. The telephone call center shall be open during the hours of 6:00 AM to 8:00 PM (local time) Monday-Friday except national holidays. Call Center staffing may be located at this business office but, in any case, must be located within Virginia. If one Offeror is awarded a statewide contract for all seven regions, the Call Center must be located in the City of Norton, VA.

Regional Offices: If the Contractor is awarded contracts in more than one region, a business office shall be maintained in each region as described in the previous paragraph. The Contractor's staffing plan shall include local staff familiar with the communities served within the region. One of the business offices may be designated as the central business office, with DMAS approval, where the Project Director and support staff may be located. The Contractor shall provide an answering device for use during the periods any of the offices are closed to leave messages. The Contractor shall have the capacity to send and receive facsimiles and e-mail at the central business office at all times. The Contractor shall provide an administrative telephone number that will enable DMAS staff to reach the Project Director and key staff directly, without going through the scheduling staff. The Contractor shall have the capacity to reproduce documents as requested.

Administrative Costs: The Contractor shall maintain detailed records documenting the administrative costs and expenses incurred pursuant to the contract, the provision of transportation services under the contract, and complaints for the purpose of monitoring and evaluation by DMAS and other State and Federal personnel. Administrative costs cannot exceed fifteen percent (15%) of total payments to the Contractor.

Records: All records pertaining to the contract shall be housed at the designated central business office approved by DMAS and shall be readily available for review at the request of DMAS or its authorized representatives. Records shall be stored in an orderly and secure manner. These records shall be maintained during the course of the contract and for a period of five years thereafter unless an audit is in progress.

Space for DMAS Staff: The Contractor shall provide sufficient office space and furniture for a DMAS contract monitor located at the same location as the Contractor's offices. The office space shall have walls, a door, sufficient electrical outlets and a non-recorded telephone line.

Prior to Execution of the Contract:

Should an Offeror be selected as the Contractor in more than one region, the Offeror may present a consolidation plan to service multiple regions to DMAS for approval. The consolidation plan shall address management, staffing, administrative services, business locations, operational efficiency, and the cost of the consolidated office.

4.19 Contacts with the Media

DMAS is the sole representative of the transportation service with regard to the media. All questions or other contact from the media must be referred directly to the designated DMAS representative. The Contractor and their subcontractors may not discuss any transportation issues with the media unless specifically authorized to do so by DMAS. The Contractor must designate a single point of contact for coordinating media referrals from DMAS and provide the names of those who are authorized to speak on behalf of the Contractor.

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4.20 Implementation Plan

The Offeror will include a detailed implementation plan in the proposal. This plan must include timeframes and major milestones for each major task of the implementation. This should include, but not be limited to, recruiting and training providers; hiring staff; occupying facilities; utility and telephone installation; and vehicles.

1. Recruitment of Providers- Offeror must develop a plan to recruit providers, hire and train drivers without interfering with the current service. Specifically, if the Offeror recruits existing providers and/or call center staff from an incumbent Contractor, DMAS must be assured that they will continue to drive for the incumbent until the new service starts. Please discuss this in detail and include a plan for ensuring that there is no degradation of service.
2. The Contractor will provide to DMAS a full implementation plan within two (2) weeks of award. This plan shall note all major milestones to include but not be limited to:
 - a) Providers under contract and trained in billing procedures and DMAS contract requirements.
 - b) Drivers trained
 - c) Reservation agents trained
 - d) Computer networks, scheduling software and ACD systems installed and tested
 - e) Education of nursing facilities, CSBs, private mental health/mental retardation service providers, AAAs and other health and community service providers
3. Reservations tested three (3) weeks before implementation and fully functioning and taking reservations two weeks prior to implementation.
4. All providers fully prepared with trained drivers and fully inspected vehicles one (1) week prior to implementation.

4.21 Turnover Plan

The successful Contractor shall develop a Turnover Plan within 180 days of award. The specific objectives of the Plan are to provide for an orderly and controlled transition of the Contractor's responsibilities to a successor contractor at the end of the contract period and to minimize any disruption of non-emergency transportation services provided to recipients.

The plan shall include the proposed approach to turnover, the tasks and subtasks for turnover, a schedule for turnover, operational resource requirements, training to be provided and transfer of data, documentation, files and other records. The plan must also address the transfer of any inventory of training materials; operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFP/Contract activity to DMAS.

5. DMAS RESPONSIBILITIES

DMAS will oversee the transportation program, including overall program management, determination of policy and monitoring of service. DMAS will work in partnership with the Contractor and providers in developing a quality program. Following are the primary responsibilities of DMAS.

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- a) Policy interpretation – DMAS will make the final decision regarding all policy issues
- b) On-going project **oversight and** management to include announced and unannounced visits to ensure regulatory compliance
- c) Provide Contractors with all up to date recipient eligibility information
- d) Field observations of operations and the call center
- e) Monitoring staffing levels, including drivers and their training, which may include announced and unannounced visits to observe driver training programs
- f) Review inspection of vehicle and maintenance reports. Inspect driver records to ensure that proper training has been provided.
- g) Review and approve any Contractor written policy or procedural communications to recipients, providers and others prior to release

6. CONTRACTOR COMPENSATION

The Contractor shall be reimbursed by a monthly capitation rate for each eligible recipient as defined for the purposes of this contract. The Contractor must accept the per member per month (PMPM) rate reimbursement as payment in full, inclusive of all administrative costs, transportation costs, **corporate** overhead and profit for all services required under the RFP. No more than fifteen percent (15%) of the reimbursement shall be for administrative costs, corporate overhead and profit.

Non-emergency transportation is a risk-based program where the Contractor receives a capitated per member per month (PMPM) payment that covers a comprehensive set of non-emergency transportation services, regardless of how much transportation service is used by the recipient. The Contractor shall accept full financial risk for each recipient's non-emergency transportation needs. The monthly capitated rate is based upon non-emergency transportation expenditures from January 2003 through April 2004, the most recent and complete data available for actuarial use. This monthly payment includes all covered contract services.

DMAS shall issue capitation payments on behalf of enrollees at the rates established in this Contract and modified during the contract renewal process. The Contractor shall accept the annually established capitation rate paid each month by the Department as payment in full for all services to be provided pursuant to this Contract and all administrative costs associated therewith, pending final recoupments, reconciliation, or sanctions. Any and all costs incurred by the Contractor in excess of the capitation payment will be borne in full by the Contractor.

Upon submission of a complete and accurate invoice, the contractor will be reimbursed within thirty (30) days based on the prior month's valid recipient count. The PMPM rate does not include start-up costs. DMAS will not reimburse start-up costs.

7. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Each Offeror shall submit a Technical Proposal. The following describes the general requirements for each proposal and the specific requirements for the Technical Proposal.

General Requirements for Technical Proposals

7.1. Overview

The Technical Proposal shall be developed and submitted in accordance with the instructions outlined in this section. The Offeror's proposals shall be prepared simply and economically, and they shall include a

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straightforward, concise description of the Offeror's capabilities that satisfy the requirements of the RFP. Although concise, the proposals should be thorough and detailed so that DMAS may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services should include an explanation of proposed methodology, where applicable. The proposals may include additional information that the Offeror considers relevant to this RFP.

The proposals shall be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the evaluators, at their sole discretion, are unable to find where the RFP requirements are specifically addressed. Failure to provide information required by this RFP may result in rejection of the proposal.

7.2 Binding of Proposal

The Technical Proposal shall be clearly labeled "Technical Proposal" on the front cover. The legal name of the organization submitting the proposal also shall appear on the covers of both the Technical Proposal.

The proposals shall be typed, bound, page-numbered, single-spaced with a 12-point font on 8 1/2" x 11" paper with 1" margins and printed on one side only. Each copy of the Technical Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. A tab sheet keyed to the Table of Contents shall separate each major section. The title of each major section shall appear on the tab sheet.

The Offeror shall submit an original and ten (10) copies of the Technical Proposal by the response date and time specified in this RFP. Each copy of the proposal shall be bound separately. This submission shall be in a sealed envelope or sealed box clearly marked "RFP 2005-01 Technical Proposal". In addition, the original of the shall be sealed separately and clearly marked "RFP 2005-01" and submitted by the response date and time specified in this RFP. The Offeror shall also submit one electronic copy (compact disc preferred) of their technical proposal in MS Word format (Microsoft Word 2000 or compatible format). In addition, the Offeror shall submit a redacted (proprietary and confidential information removed) electronic copy of their proposal.

7.3 Table of Contents

The proposals shall contain a Table of Contents that cross-references the RFP submittal requirements in Section 4: "Technical Proposal Requirements." Each section of the Technical Proposal shall be cross-referenced to the appropriate section of the RFP that is being addressed. This will assist DMAS in determining uniform compliance with specific RFP requirements.

7.4 Submission Requirements

All information requested in this RFP shall be submitted in the Offeror's proposals. A Technical Proposal shall be submitted and sealed separately. The proposals will be evaluated separately. By submitting a proposal in response to this RFP, the Offeror certifies that all of the information provided is true and accurate.

All data, materials and documentation originated and prepared for the Commonwealth pursuant to this RFP belong exclusively to the Commonwealth and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Confidential information shall be clearly marked in the proposal and reasons the information should be confidential shall be stated.

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Trade secrets or proprietary information submitted by an Offeror are not subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protections of §2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret materials submitted shall be identified by some distinct method such as highlighting or underlining and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DMAS, may result in rejection and return of the proposal.

All information requested by this RFP on ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned business shall be submitted with the Technical Proposal.

7.5 Transmittal Letter

The transmittal letter shall be on official organization letterhead and signed by the individual authorized to legally bind the Offeror to contract agreements and the terms and conditions contained in this RFP. The organization official who signs the proposal transmittal letter shall be the same person who signs the cover page of the RFP and Addenda.

At a minimum, the transmittal letter shall contain the following:

1. A statement that the Offeror meets the required conditions to be an eligible candidate for the contract award including:
 - a) The Offeror must identify any contracts or agreements they have with any state or local government entity that is a Medicaid provider or Contractor and the general circumstances of the contract or agreement. This information will be reviewed by DMAS to ensure there are no potential conflicts of interest;
 - b) Offeror must be able to present sufficient assurances to the state that the award of the contract to the Offeror will not create a conflict of interest between the Contractor, the Department, and its subcontractors; and
 - c) The Offeror must be licensed to conduct business in the state of Virginia.
2. A statement that the Offeror has read, understands and agrees to perform all of the Contractor responsibilities and comply with all of the requirements and terms set forth in this RFP, any modifications of this RFP, the Contract and Addenda;
3. The Offeror's general information, including the address, telephone number, and facsimile transmission number;
4. Designation of an individual as the authorized representative of the organization who will interact with DMAS on any matters pertaining to this RFP and the resultant Contract; and
5. A statement agreeing that the Offeror's proposal shall be valid for a minimum of 180 days from its submission to DMAS.
6. A statement of the Offeror's intent to apply for a broker license from the VA Department of Motor Vehicles within 30 days of award.

7.6 Signed Cover Page of the RFP and Addenda

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To attest to all RFP terms and conditions, the authorized representative of the Offeror shall sign the cover page of this RFP, as well as the cover page of the Addenda, if issued, to the RFP, and submit them along with its proposal.

7.7 Procurement Contact

The principal point of contact for this procurement in DMAS shall be:

Robert Knox
Transportation Manager, Health Care Services Division
Virginia Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219
FAX: (804) 786-5799
E-mail: Transportation@dmass.virginia.gov

All communications with DMAS regarding this RFP should be directed to the principal point of contact. All RFP content-related questions shall be in writing to the principal point of contact or the DMAS Contract Management Officer. An Offeror who communicates with any other employees or Contractors of DMAS concerning this RFP after issuance of the RFP may be disqualified from this procurement.

7.8 Submission and Acceptance of Proposals

The proposal, whether mailed or hand delivered, shall arrive at DMAS no later than 2:00 p.m. on Wednesday, January 5, 2005. DMAS shall be the sole determining party in establishing the time of arrival of proposals. Late proposals shall not be accepted and shall be automatically rejected from further consideration. The address for delivery is:

Proposals may be sent by US mail, Federal Express, UPS, etc. to:

Attention: William D. Sydnor
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219

Hand Delivery or Courier to:

Attention: William D. Sydnor
Department of Medical Assistance Services
1st Floor DMAS Receptionist
600 East Broad Street
Richmond, VA 23219

If DMAS does not receive at least one responsive proposal as a result of this RFP, DMAS reserves the right to select a Contractor that best meets DMAS' needs. DMAS management shall select this Contractor. DMAS also reserves the right to reject all proposals. DMAS reserves the right to delay implementation of the RFP if a satisfactory Contractor is not identified or if DMAS determines a delay is necessary to ensure implementation goes smoothly without service interruption. Information will be posted on the DMAS web site, <http://www.dmass.virginia.gov/>.

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7.9 Oral Presentation and Site Visit

DMAS may require one or more oral presentations by an Offeror in response to questions DMAS has about the Offeror's proposal. An oral presentation means that the Offeror is physically present in a DMAS designated meeting room. DMAS will allow a minimum five-business day advance notice to the Offeror prior to the date of the oral presentation. Expenses incurred as part of the oral presentation shall be the Offeror's responsibility.

DMAS may make one or more on-site visits to see the Offeror's operation of another transportation contract, both Medicaid and non-Medicaid. DMAS shall be solely responsible for its own expenses for travel, food and lodging.

7.10 Technical Proposal

The following describes the required format, content and sequence of presentations for the Technical Proposal:

7.10.1 Chapter One: Executive Summary

The Executive Summary Chapter shall highlight the Offeror's:

1. Understanding of the project requirements.
2. Qualifications to serve as the DMAS Contractor for the project.
3. Overall Approach to the project and a summary of the contents of the proposal.

7.10.2 Chapter Two: Corporate Qualifications and Experience

Chapter Two shall present the Offeror's qualifications and experience to serve as the Contractor for the project. Specifically, the Offeror shall describe its:

1. Organization Status:
 - a) Name of Project Director for this Virginia brokerage;
 - b) Name, address, telephone number, fax number, and e-mail address of legal entity with whom the contract is to be written;
 - c) Federal employer ID number;
 - d) Name, address, telephone numbers of principal officers (president, vice-president, treasurer, chairperson of the board of directors, and other executive officers);
 - e) Name of the parent organization;
 - f) Major business services;
 - g) Legal status or whether it is a for-profit or a not-for-profit company;
 - h) A list of board members and their organizational affiliations;
 - i) Any specific licenses and accreditation held by the Offeror.
2. Corporate Experience:
 - a) Offeror's overall qualifications to carry out a project of this nature and scope.
 - b) The Offeror shall describe the background and success of the Offeror's organization and experience in Medicaid transportation brokerage management, specifically implementing state programs.
 - c) The Offeror's knowledge of the Medicaid and FAMIS recipient populations.

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- d) For each experience with operating, managing, or contracting for the provision of Medicaid transportation brokerage services, the Offeror shall indicate the contract or project title, dates of performance, scope and complexity of contract, and customer references (see below).
- e) Any other related experience the Offeror feels is relevant shall be included.
- f) The Offeror shall indicate whether the Offeror has had a contract terminated for any reason within the last five years.
- g) The Offeror also shall indicate if a claim was made on a payment or performance bond. If so, the Offeror shall submit full details of the termination and the bonds including the other party's name, address, and telephone number.

3. References:

- a) Two customers or clients who will substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP.
- b) Two customers or clients who can attest to the Offeror's address experience with interface files for data loads.
- c) Contact information for all transportation or brokerage contracts, both Medicaid and non-Medicaid, held by the Offeror at any time since January 1, 1999

The Offeror shall complete the Reference Form in Attachment E for each reference, which includes the contract name, address, telephone number, contact person, and periods of work performance.

4. Financial Stability:

The Offeror shall submit evidence of financial stability. The Offeror should submit one of the following financial reports:

- a) For a publicly held corporation, a copy of the most recent three years of audited financial reports and financial statements with the name, address, and telephone number of a responsible person in the Offeror's principal financial or banking organization, or
- b) For a privately held corporation, proprietorship, or partnership, financial information for the past three years, similar to that included in an annual report, to include, at a minimum, an income statement, a statement of cash flows, a balance sheet, and number of years in business, as well as the name, address, and telephone number of a contact in the Offeror's principal financial or banking organization and its auditor.

7.10.3 Chapter Three: Technical Approach

The Offeror shall fully describe how it intends to meet all of the technical proposal requirements listed in Section 4 of this RFP. DMAS does not want a "re-write" of the RFP requirements. Specifically, the Offeror shall describe in detail its proposed technical approach for each of the tasks listed in Section 4 including any staff, systems, procedures, or materials that will be used to perform these tasks. This includes how each task will be performed, what problems need to be overcome, what functions the staff will perform, and what assistance will be needed from DMAS, if any.

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7.10.4 Chapter Four: Staffing

The proposal shall describe the following:

1. Staffing Plan: The Offeror shall provide a functional organizational chart of the proposed project structure and organization, indicating the lines of authority for proposed staff directly involved in performance of this contract and relationships of the staff to each function of the organization. The staffing plan shall indicate the number of proposed FTEs by position and an estimate of hours to be committed to the project by each staff position. The plan shall also show the number of staff to be employed by the Contractor and staff to be obtained through subcontracting arrangements. Contact information must be provided for all key staff involved in the implementation and ongoing management of the program.

Offerors must submit 2 references for each proposed key staff member, showing work for previous clients who have received similar services to those proposed by the Offeror for this contract. Each reference must include the name of contact person, address, telephone number and description of services provided.

2. Staff Qualifications and Résumés: Job descriptions for all key positions on the project including qualifications, experience and/or expertise required should be included. Resumes limited to two pages shall be included for key personnel. The resumes of personnel proposed shall include qualifications, experience, and relevant education, professional certifications and training for the position they will fill.
3. Office Location: A description of the geographical location of the central business office, the billing office, the call center and satellite offices, if applicable, shall be included. All of these locations must be in Virginia. In addition, the hours of operation should be noted for each office as applicable to this contract.

7.10.5 Chapter Five: Project Work Plan

The proposal shall describe the following:

Work Plan and Project Management: The proposal shall include a work plan (Microsoft Project 2000 or compatible version) detailing the sequence of events and the time required to implement this project by July 1, 2005. The relationship between key staff and the specific tasks and assignments proposed to accomplish the scope of work shall also be included. A PERT, Gantt, or Bar Chart that clearly outlines the project timetable from beginning to end shall be included in the proposal. Key dates and key events relative to the project shall be clearly shown on the chart including critical path of tasks. The Offeror shall describe its management approach and how its proposed work plan will be executed.

Progress Reports: The Contractor must prepare a written progress report every two weeks or more frequently as necessary and present this report to the Director, Division of Health Care Services or his designee. The report must include:

1. Status of major activities and tasks in relation to the Contractor's work plan, including specific tasks completed for each part of the project.
2. Target dates for completion of remaining or upcoming tasks/activities.

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3. Any potential delays or problems anticipated or encountered in reaching target dates and the reason for such delays.
4. Any revisions to the overall work schedule.

7.11 Small, Women and Minority-Owned Business Participation

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

The Offeror shall submit the following three sets of data for small business, women-owned business and minority owned business: (1) ownership; (2) utilization of small, women-owned and minority-owned businesses for the most recent 12 months; and (3) planned involvement of small businesses, women-owned businesses and minority-owned businesses on this procurement. Attachment D contains the format for providing this information, and shall be included in the package with the Offeror's Proposal.

8. PROPOSAL EVALUATION AND AWARD CRITERIA

DMAS will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. An Evaluation Team will be established to make a recommendation of a Contractor. The Evaluation Team will be responsible for the review and scoring of all proposals. This group will be responsible for the recommendation to the DMAS Director.

8.1 Evaluation of Minimum Requirements

DMAS will initially determine if each proposal addresses the minimum RFP requirements to permit a complete evaluation of the Technical Proposal. Proposals shall comply with the instructions to Offerors contained throughout this RFP. Failure to comply with the instructions shall deem the proposal non-responsive and subject to disqualification without further consideration. DMAS reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

RFP Cover Sheet: This form shall be completed and properly signed by the authorized representative of the organization.

Closing Date: The proposal shall have been received, as provided in Section V, before the closing of acceptance of proposals in the number of copies specified.

Compliance: The proposal shall comply with the entire format requirements described in Section 4 and the Technical Proposal requirements described in Section 7.

Mandatory Conditions: All mandatory General and Specific Terms and Conditions contained in Sections 9 and 10 shall be accepted.

8.2 Proposal Evaluation Criteria

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Proposals shall be evaluated by DMAS using the following criteria:

1. Experience of the Offeror in brokering transportation and other human services in rural and urban areas. This includes knowledge of: area(s) served including geography, roadways, and mileage distances; community resources; and other components of transportation services
 - Experience of the Offeror in brokering transportation services
 - Experience of the Offeror in working with indigent populations on transportation services, particularly Medicaid populations
 - Experience in managing a diverse transportation network
 - Experience of the Offeror in working in a variety of urban, suburban and rural transportation settings
 - Experience of the Offeror in developing productive relationships with public, private and not-for profit community organizations regarding common transportation issues
2. Demonstration in the written proposal of the Offeror's ability, facilities and capacity to provide all required services in a timely, efficient and professional manner.
 - Clarity and thoroughness of the Offeror's proposal in addressing the components of the RFP and implementing them
 - Proposed project management of the resources available to the Offeror for meeting the requirements of the RFP
3. Experience and expertise of specific staff assigned to the contract.
 - Prior experience of staff with similar projects
 - Qualifications of staff
 - Appropriateness of the relationship between staff qualifications and assigned responsibilities
4. Quality of references
 - References who clearly address the nature of the work performed by the contractor
 - References who exhibit satisfaction with the work performed by the contractor
5. Compliance with Small, Women and Minority-Owned Business (SWAM) requirements.

DMAS will not provide information to the Offerors on the specific weight of each these evaluation criteria until the date the proposals are due.

8.3 Award

The Department may make multiple awards as a result of this RFP. DMAS shall select the best Offeror(s) that, in its opinion, have the best proposal and shall award the contract to that Offeror.

9. GENERAL TERMS AND CONDITIONS

9.1 VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors*

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Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

9.2 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9.3 ANTI-DISCRIMINATION:

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in Sections 9.3.1 and 9.3.2. below apply:

9.3.1. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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- 9.3.2.** The contractor will include the provisions of 9.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.4 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

9.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- 9.6 DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or any other state or local government from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

9.7 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

9.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS

Failure to submit a proposal on the official state form, in this case the completed and signed RFP Cover Sheet, may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

9.9 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than thirty (30) days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

9.10 PAYMENT:

1. To Prime Contractor:

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- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a.) A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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9.11 PRECEDENCE OF TERMS:

The following General Terms and Conditions: *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

9.12 QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

9.13 TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

9.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

9.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

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- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

9.16 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

9.17 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits: Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000.
3. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury,

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products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- 9.18 **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

- 9.19 **DRUG-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to:

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 9.20 **NONDISCRIMINATION OF CONTRACTORS:**

A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- 9.21 **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:**

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All

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vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. The eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

10. SPECIAL TERMS AND CONDITIONS

10.1 Access To Premises

The Contractor shall allow duly authorized agents or representatives of the State or Federal Government, during normal business hours, access to Contractor's and subcontractors' premises, to inspect, audit, monitor or otherwise evaluate the performance of the Contractor's and subcontractor's contractual activities and shall forthwith produce all records requested as part of such review or audit. In the event right of access is requested under this section, the Contractor and subcontractor shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the State or Federal personnel conducting the audit or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Contractor or subcontractor's activities. The Contractor will be given thirty (30) calendar days to respond to any preliminary findings of an audit before the Department shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

The Department, the Office of the Attorney General of the Commonwealth of Virginia, the federal Department of Health and Human Services, and/or their duly authorized representatives shall be allowed access to evaluate through inspection or other means, the quality, appropriateness, and timeliness of services performed under this Contract.

10.2 Access To And Retention Of Records

In addition to the requirements outlined below, the Contractor must comply, and must require compliance by its subcontractors with the security and confidentiality of records standards.

10.2.1 Access to Records

The Department, its duly authorized representatives and State and Federal auditors shall have access to any books, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors.

The Department, or its duly authorized representatives, shall be allowed to inspect, copy, and audit any of the above documents, including, medical and/or financial records of the Contractor and its subcontractors.

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10.2.2 Retention of Records

The Contractor shall retain all records and reports relating to this Contract for a period of six (6) years after final payment is made under this Contract or in the event that this Contract is renewed six (6) years after the renewal date. When an audit, litigation, or other action involving records is initiated prior to the end of said period, however, records shall be maintained for a period of six (6) years following resolution of such action or longer if such action is still ongoing. Copies on microfilm or other appropriate media of the documents contemplated herein may be substituted for the originals provided that the microfilming or other duplicating procedures are reliable and are supported by an effective retrieval system which meets legal requirements to support litigation, and to be admissible into evidence in any court of law.

10.3 Advertising

In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to DMAS will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

10.4 Audit

The Contractor shall retain all books, records, and other documents relative to this contract for six (6) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

10.5 Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10.6 Cancellation of Contract

The Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding services issued prior to the effective date of cancellation.

10.6.1 Termination

This Contract may be terminated in whole or in part:

- a. By the Department or the Contractor, for convenience, with not less than thirty (30) days prior written notice, which notice shall specify the effective date of the termination,
- b. By the Department, in whole or in part, if funding from Federal, State, or other sources is withdrawn, reduced, or limited;
- c. By the Department if the Department determines that the instability of the Contractor's financial condition threatens delivery of services and continued performance of the Contractor's responsibilities; or
- d. By the Department if the Department determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities.

Each of these conditions for contract termination is described in the following paragraphs.

10.6.2 Termination for Convenience

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The Contractor may terminate this Contract with or without cause, upon three (3) full calendar months written notice to the Department. In addition, the Contractor may terminate the Contract by opting out of the renewal clause.

10.6.3 Termination for Unavailable Funds

The Contractor understands and agrees that the Department shall be bound only to the extent of the funds available or which may become available for the purpose of this resulting Contract. When the Department makes a written determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract.

The Department's payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether Federal and/or State funds. The Department may terminate this Contract upon written notice to the Contractor at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract between the parties is executed. A determination by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

10.6.4 Termination Because of Financial Instability

In the event the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under the Contract, ceases to conduct business in normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets, the Department may, at its option, immediately terminate this Contract effective at the close of business on a date specified by the Department. In the event the Department elects to terminate the Contract under this provision, the Contractor shall be notified in writing, by either certified or registered mail, specifying the date of termination. The Contractor shall submit a written waiver of the licensee's rights under the Federal bankruptcy laws.

In the event of the filing of a petition in bankruptcy by a principal network provider or subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks that have been delegated to its subcontractor(s) are performed in accordance with the terms of this Contract.

10.6.5 Termination for Default

The Department may terminate the Contract, in whole or in part, if the Department determines that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract and is unable to cure such failure within a reasonable period of time as specified in writing by the Department, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

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Upon determination by the Department that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract, the Contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Department will notify the Contractor in writing within thirty (30) calendar days of the last day of the specified time period that the Contract, has been terminated in full or in part, for default. This written notice will identify all of the Contractor's responsibilities in the case of the termination, including responsibilities related to enrollee notification, network provider notification, refunds of advance payments, return or destruction of Department data and liability for medical claims.

In the event that DMAS determines that the Contractor's failure to perform its duties and responsibilities under this contract results in a substantial risk to the health and safety of Medicaid or FAMIS recipients, DMAS may terminate this contract immediately without notice.

If, after notice of termination for default, it is determined by the Department or by a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control of and without error or negligence on the part of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part, as provided for under this clause, the Department may procure from other sources, upon such terms and in such manner as is deemed appropriate by the Department, supplies or services similar to those terminated, and the Contractor shall be liable for any costs for such similar supplies and services and all other damages allowed by law. In addition, the Contractor shall be liable to the Department for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. In the event of a termination for default prior to the start of operations, any claim the Contractor may assert shall be governed by the procedures defined by the Department for handling contract termination. Nothing herein shall be construed as limiting any other remedies that may be available to the Department.

In the event of a termination for default during ongoing operations, the Contractor shall be paid for any outstanding payments due less any assessed damages.

10.7 Remedies For Violation, Breach, Or Non-Performance Of Contract

Upon receipt by the Department of evidence of substantial non-compliance by the Contractor with any of the provisions of this Contract or with State or federal laws or regulations the following remedies may be imposed.

10.7.1 Procedure For Contractor Noncompliance Notification

In the event that the Department identifies or learns of noncompliance with the terms of this contract, the Department will notify the Contractor in writing of the nature of the noncompliance. The Contractor must remedy the noncompliance within a time period established by the Department and the Department will designate a period of time, not less than ten (10) calendar days, in which the Contractor must provide a written response to the notification. The Department may develop or may require the Contractor to develop procedures with which the Contractor must comply to eliminate or prevent the imposition of specific remedies.

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10.7.2 Remedies Available To The Department

The Department reserves the right to employ, at the Department's sole discretion, remedies and sanctions to include payment withholds, ***financial penalties***, and/or termination of the contract.

10.8 Performance and Payment Bonds

The Contractor shall deliver to DMAS executed performance and payment bonds, each in the sum of the contract amount, with DMAS as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by DMAS. The payment bond shall be used to cover delinquent payments to the transportation providers and other vendors under contract with the Contractor up to the maximum of the full value of the bond in the event that the Contractor is unable to properly, promptly and efficiently perform the contract and/or the contract is terminated by default or bankruptcy.

10.9 Payment

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and operationally ready to begin work by the implementation date established by DMAS. DMAS will provide adequate prior notice of the implementation date. Upon approval of the Contractor's operational readiness ***and a determined start date***, DMAS shall make monthly payments based upon a predetermined per member per month rate (PMPM). Attachment F contains the PMPM rates and an estimated payment based on June 2004 data.

Each invoice submitted by the Contractor shall be subject to DMAS approval based on satisfactory performance of contracted services and compliance with all contract terms. The invoice shall contain the Federal tax identification number, the contract number and any other information subsequently required by DMAS.

10.10 Identification of Proposal Envelope

The signed proposal should be returned in a separate envelope or package sealed and identified as follows:

From: _____
Name of Offeror Due Date /Time

Street or Box Number City, State, Zip Code

RFP Number

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

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If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

10.11 Indemnification

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

10.12 Minority/Women Owned Businesses Subcontracting and Reporting

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified minority and/or women-owned businesses. Names of firms may be available the Department of Minority Business Enterprise at www.dmbv.virginia.gov. When such business has been subcontracted to these firms and quarterly during the contract period, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided on a quarterly basis.

10.13 Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

10.14 Renewal of Contract

This contract may be renewed by the Commonwealth upon written agreement of both parties for three successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

10.15 Data Security Plan

By submitting a proposal, Contractors agree to submit a written Business Associate Data Security Plan within thirty (30) days of execution of an agreement with DMAS. The Data Security Plan governs the Contractors' use of DMAS data.

10.16 Confidentiality of Information

By submitting a proposal, the Contractor agrees that information or data obtained by the Contractor from DMAS during the course of determining and/or preparing a response to this RFP may not be used

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for any other purpose than determining and/or preparing the Contractor's response. Such information or data may not be disseminated or discussed for any reasons not directly related to the determination or preparation of the Contractor's response to this RFP.

HIPAA Compliance: The Contractor shall comply with all State and Federal Regulations with regards to handling, processing, or using Health Care Data. This includes but is not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations as it pertains to this agreement, and the Contractor shall keep abreast of the regulations. Since this is a federal law and the regulations apply to all health care information, the Contractor shall comply with the HIPAA regulations at no additional cost to DMAS. The Contractor will also be required to enter into a HIPAA Business Associate Agreement with DMAS to comply with the regulations protecting Health Care Data. A template of this Agreement is available on the DMAS Internet Site at <http://www.dmass.virginia.gov/hpa-home.htm>.

10.17 Obligation of Contractor

By submitting a proposal, the Contractor covenants and agrees that it has satisfied itself of the conditions to be met, and fully understands its obligations, and that it will have no right to cancel this proposal or to relief of any other nature because of its misunderstanding or lack of information.

10.18 Independent Contractor

Any Contractor awarded a contract under this RFP will be considered an independent Contractor, and neither the Contractor, nor personnel employed by the Contractor, is to be considered an employee or agent of DMAS.

10.19 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

10.20 Subsidiary-Parent Relationship

In the event the Offeror is a subsidiary or division of a parent organization, the Offeror must include in the proposal, a signed statement by the chief executive officer of the parent organization pledging the full resources of the parent organization to meet the responsibilities of the subsidiary organization under contract to DMAS. Any change in ownership will not relieve the original parent of its obligation of pledging its full resources to meet the obligations of the contract with DMAS without the expressed written consent of the DMAS Director.

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Transportation Regions and Narrative Description

Region 1- Bland, Bristol, Buchanan, Carroll, Dickenson, Galax, Grayson, Lee, Norton, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe,

Region 2- Alleghany, Amherst, Appomattox, Bedford City, Bedford County, Botetourt, Campbell, Charlotte, Clifton Forge, Covington, Craig, Danville, Floyd, Franklin County, Giles, Halifax, Henry, Lynchburg, Martinsville, Montgomery, Patrick, Pittsylvania, Pulaski, Radford, Roanoke City, Roanoke County, Salem, South Boston

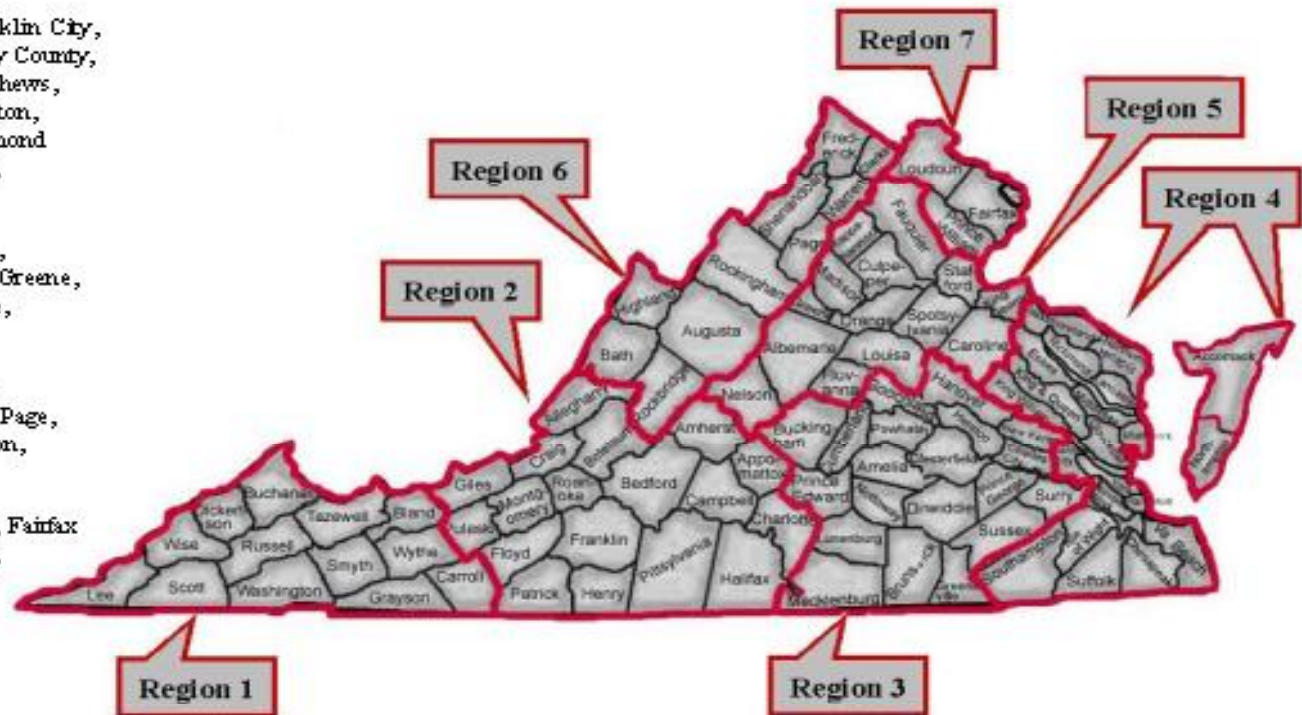
Region 3- Amelia, Brunswick, Buckingham, Charles City, Chesterfield, Colonial Heights, Cumberland, Dinwiddie, Emporia, Goochland, Greenville, Hanover, Henrico, Hopewell, Lunenburg, Mecklenburg, New Kent, Nottoway, Petersburg, Powhatan, Prince Edward, Prince George, Richmond, Surry, Sussex

Region 4- Accomack, Chesapeake, Essex, Franklin City, Gloucester, Hampton, Isle of Wight, James City County, King and Queen, King William, Lancaster, Mathews, Middlesex, Newport News, Norfolk, Northampton, Northumberland, Poquoson, Portsmouth, Richmond County, Southampton, Suffolk, Virginia Beach, Westmoreland, Williamsburg, York

Region 5- Albemarle, Caroline, Charlottesville, Culpeper, Fauquier, Fhvanna, Fredericksburg, Greene, King George, Louisa, Madison, Nelson, Orange, Rappahannock, Spotsylvania, Stafford

Region 6- Augusta, Bath, Buena Vista, Clarke, Frederick, Harrisonburg, Highland, Lexington, Page, Rockbridge, Rockingham, Shenandoah, Staunton, Warren, Waynesboro, Winchester

Region 7- Alexandria, Arlington, Falls Church, Fairfax City, Fairfax County, Loudoun, Manassas City, Manassas Park, Prince William



ATTACHMENT A

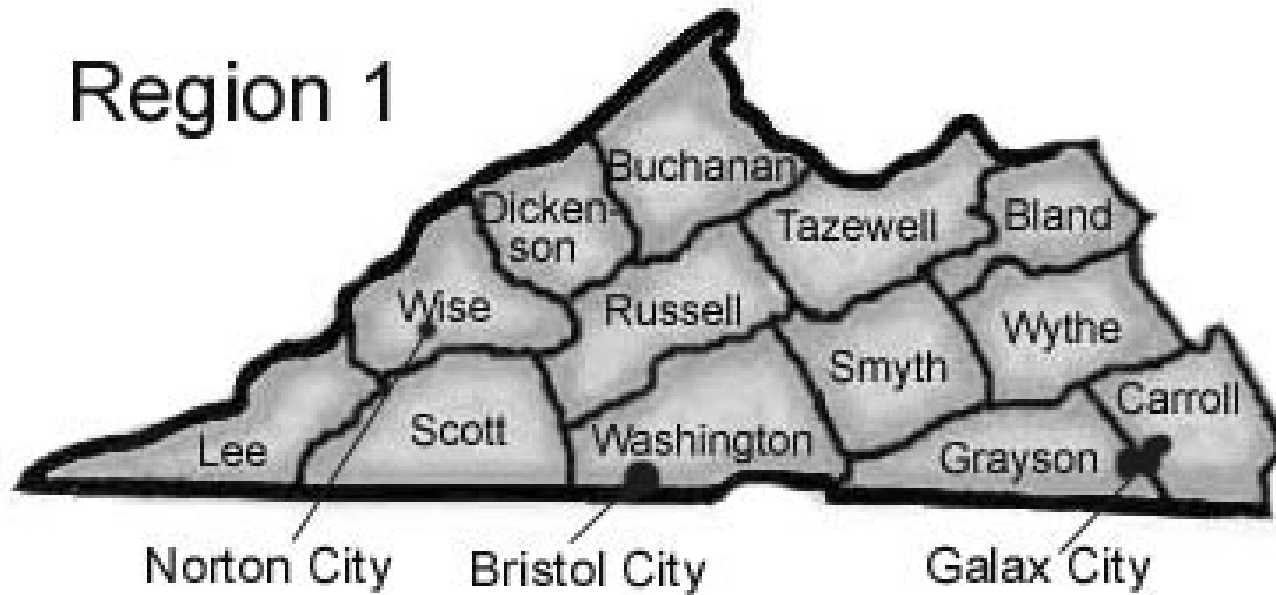
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Region 1: Bland, Bristol, Buchanan, Carroll, Dickenson, Galax, Grayson, Lee, Norton, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe

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Region 2



Region 2: Alleghany, Amherst, Appomattox, Bedford, Bedford City, Botetourt, Campbell, Charlotte, Clifton Forge, Covington, Craig, Danville, Floyd, Franklin, Giles, Halifax, Henry, Lynchburg, Martinsville, Montgomery, Patrick, Pittsylvania, Pulaski, Radford, Roanoke City, Roanoke, Salem, South Boston

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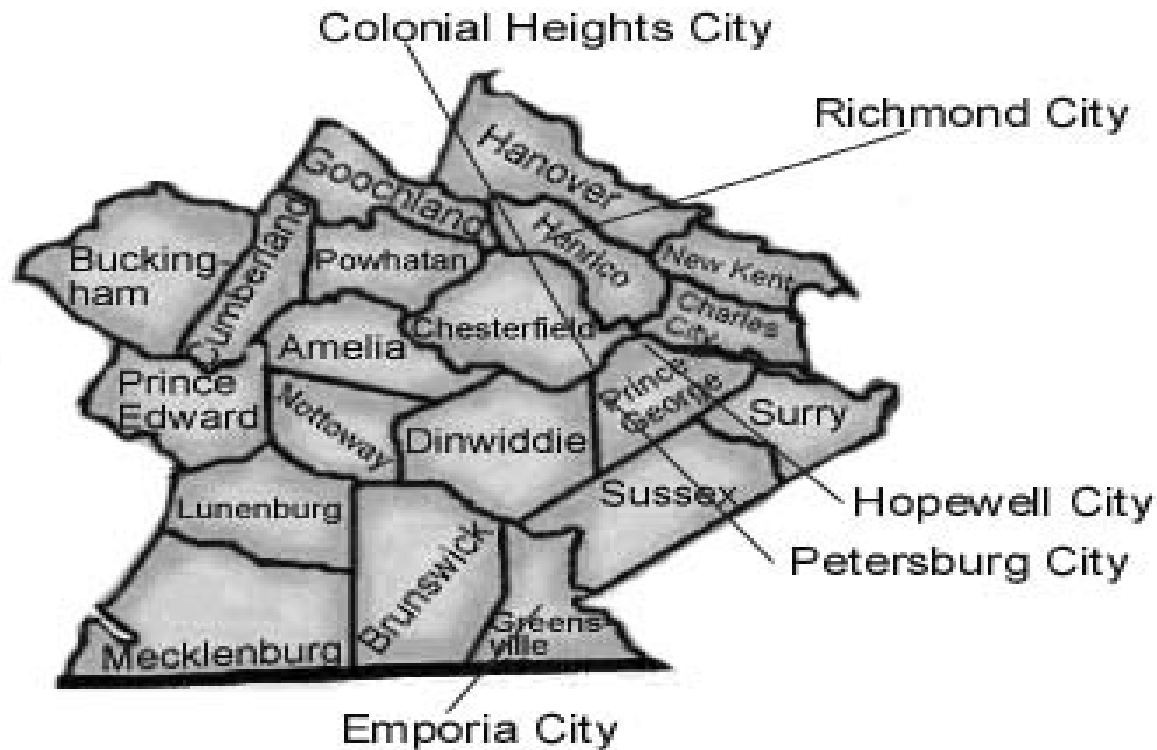
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Region 3



Region 3: Amelia, Brunswick, Buckingham, Charles City, Chesterfield, Colonial Heights, Cumberland, Dinwiddie, Emporia, Goochland, Greensville, Hanover, Henrico, Hopewell, Lunenburg, Mecklenburg, New Kent, Nottoway, Petersburg, Powhatan, Prince Edward, Price George, Richmond, Surry, Sussex

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Region 4



Region 4: Accomack, Chesapeake, Essex, Franklin City, Gloucester, Hampton, Isle of Wight, James City, King and Queen, King William, Lancaster, Mathews, Middlesex, Newport News, Norfolk, North Hampton, Northumberland, Poquoson, Portsmouth, Richmond County, Southampton, Suffolk, Virginia Beach, Westmoreland, Williamsburg, York

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Region 5



Region 5: Albemarle, Caroline, Charlottesville, Culpepper, Fauquier, Fluvanna, Fredericksburg, Greene, King George, Louisa, Madison, Nelson, Orange, Rappahannock, Spotsylvania, Stafford

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Region 6



Region 6: Augusta, Bath, Buena Vista, Clarke, Frederick, Harrisonburg, Highland, Lexington, Page, Rockbridge, Rockingham, Shenandoah, Staunton, Warren, Waynesboro, Winchester

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Region 7



Region 7: Alexandria, Arlington, Falls Church, Fairfax, Loudoun, Manassas City, Manassas Park, Prince William

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VIRGINIA MEDICAID

Non-Emergency Transportation

Regions 1-7

Based on historical data

Attachment B
Page 1

	April 2003-March 2004								
<u>REGION</u>									
	Non-Emergency Ambulance			Taxi			Wheelchair Van		
	Trips	Miles	Payment	Trips	Miles	Payment	Trips	Miles	Payment
1	7,665	171,203	\$1,321,073	217,591	3,368,666	\$2,349,682	19,700	283,697	\$416,028
2	5,362	61,622	\$714,909	328,583	3,732,869	\$3,292,383	69,425	681,132	\$1,664,458
3	6,450	91,191	\$1,006,483	454,419	5,026,978	\$5,435,378	114,776	1,127,221	\$2,760,943
4	8,319	111,114	\$1,187,514	490,756	5,485,189	\$5,606,969	125,758	1,216,933	\$3,315,751
5	3,273	45,946	\$464,758	137,413	1,496,783	\$1,220,623	34,165	349,229	\$784,585
6	1,763	25,148	\$280,957	74,063	860,696	\$683,423	19,209	214,686	\$523,171
7	2,460	20,554	\$268,691	285,782	2,493,187	\$2,783,161	61,308	524,262	\$1,397,105
TOTAL-Virginia	35,292	526,778	\$5,244,384	1,988,607	22,464,368	\$21,371,619	444,341	4,397,160	\$10,862,042

<u>REGION</u>	Total			
	Trips	Miles	Payment	Member Months
1	244,956	3,823,566	\$4,086,784	754,858
2	403,370	4,475,623	\$5,671,750	810,266
3	575,645	6,245,390	\$9,202,803	479,561
4	624,833	6,813,236	\$10,110,234	663,325
5	174,851	1,891,958	\$2,469,966	220,876
6	95,035	1,100,530	\$1,487,551	279,571
7	349,550	3,038,003	\$4,448,957	544,681
TOTAL-Virginia	2,468,240	27,388,306	\$37,478,044	3,753,138

DRAFT FOR PUBLIC COMMENT

Comments accepted through September 30, 2004

At Transportation@dmas.virginia.gov or

DMAS Transportation Unit; 600 E. Broad St., Suite 1300; Richmond VA 23219

Region 1 Non-Emergency Transportation

Attachment B

Page 2

Based on historical data

	April 2003-March 2004						
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs Payment
County/City/Facility							
Bland County	42	\$6,690	1,052	\$16,789	96	\$2,288	1,190 \$25,767
Bristol City	224	\$31,929	10,819	\$80,957	645	\$11,703	11,688 \$124,589
Buchanan County	353	\$71,235	9,957	\$125,791	563	\$17,578	10,873 \$214,603
Carroll County	306	\$42,751	14,735	\$171,322	1,664	\$26,342	16,705 \$240,415
Dickenson County	493	\$108,483	13,950	\$215,255	1,787	\$76,792	16,230 \$400,531
Galax City	320	\$32,359	9,730	\$88,160	269	\$5,001	10,319 \$125,519
Grayson County	133	\$19,440	10,321	\$128,997	514	\$10,648	10,968 \$159,084
Lee County	811	\$140,765	11,708	\$190,534	951	\$21,784	13,470 \$353,083
Norton City	103	\$25,028	1,260	\$14,116	367	\$3,386	1,730 \$42,530
Russell County	742	\$140,446	17,577	\$230,226	550	\$8,942	18,869 \$379,614
Scott County	472	\$83,153	10,131	\$116,729	870	\$21,812	11,473 \$221,695
Smyth County	535	\$109,079	22,319	\$208,349	1,548	\$26,661	24,402 \$344,088
SW TRN CTR		\$0	20	\$141		\$0	20 \$141
SW VA MH	11	\$1,778	9	\$55	4	\$9	24 \$1,841
Tazewell County	712	\$101,845	15,882	\$132,024	1,622	\$30,360	18,216 \$264,229
Washington County	443	\$67,072	21,195	\$161,734	1,825	\$27,739	23,463 \$256,545
Wise County	1,581	\$268,829	31,688	\$371,807	3,146	\$65,345	36,415 \$705,981
Wythe County	384	\$70,190	15,238	\$96,699	3,279	\$59,638	18,901 \$226,528
TOTAL-Region 1	7,665	\$1,321,073	217,591	\$2,349,682	19,700	\$416,028	244,956 \$4,086,784

DRAFT FOR PUBLIC COMMENT*Comments accepted through September 30, 2004**At Transportation@dmas.virginia.gov or**DMAS Transportation Unit; 600 E. Broad St., Suite 1300; Richmond VA 23219***Region 2 Non-Emergency Transportation****Attachment B****Page 3**

Based on historical data	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
County/City/Facility	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
Alleghany County	236	\$37,267	9,107	\$89,152	84	\$1,816	9,427	\$128,235
Amherst County	67	\$13,328	14,759	\$163,938	3,236	\$62,027	18,062	\$239,293
Appomattox County	58	\$11,179	6,459	\$115,846	806	\$31,526	7,323	\$158,551
Bedford City	18	\$3,235	2,674	\$19,587	1,469	\$32,572	4,161	\$55,394
Bedford County	50	\$5,296	15,012	\$164,989	7,530	\$178,482	22,592	\$348,768
Botetourt County	244	\$38,118	1,136	\$12,829	541	\$20,582	1,921	\$71,529
Campbell County	82	\$15,051	20,818	\$302,677	5,376	\$179,973	26,276	\$497,701
CATAWBA SAN	1	\$82	15	\$102	7	\$103	23	\$287
CENTRAL VA TRN CTR	12	\$4,306		\$0		\$0	12	\$4,306
Charlotte County	120	\$17,882	9,079	\$174,016	1,259	\$46,953	10,458	\$238,852
Clifton Forge City								
Covington City	397	\$54,181	4,115	\$33,350	244	\$5,924	4,756	\$93,454
Craig County	6	\$789	545	\$10,004	556	\$17,565	1,107	\$28,358
Danville City	602	\$62,189	45,089	\$327,472	7,567	\$126,929	53,258	\$516,591
Floyd County	39	\$7,255	1,753	\$22,362	225	\$3,832	2,017	\$33,449
Franklin County	100	\$14,179	7,995	\$49,453	1,204	\$26,679	9,299	\$90,311
Giles County	183	\$30,421	4,092	\$58,352	443	\$13,201	4,718	\$101,973
Halifax County	1,048	\$112,095	30,256	\$275,736	5,293	\$137,850	36,597	\$525,681
Henry County	362	\$47,466	16,191	\$123,805	2,598	\$49,504	19,151	\$220,776
Lynchburg City	128	\$23,345	45,146	\$377,496	6,706	\$133,709	51,980	\$534,549
Martinsville City	254	\$24,172	7,277	\$40,371	969	\$19,763	8,500	\$84,306
Montgomery County	119	\$18,918	7,167	\$73,903	2,878	\$84,504	10,164	\$177,326
Patrick County	98	\$15,638	10,735	\$86,713	1,417	\$51,230	12,250	\$153,580
Pittsylvania County	303	\$43,194	23,667	\$324,218	4,257	\$121,597	28,227	\$489,008
Pulaski County	219	\$33,838	5,530	\$68,088	1,386	\$36,745	7,135	\$138,672
Radford City	31	\$4,533	2,627	\$20,301	279	\$7,361	2,937	\$32,195
Roanoke City	367	\$48,885	26,575	\$264,797	8,381	\$158,660	35,323	\$472,342
Roanoke County	204	\$26,282	9,060	\$77,838	4,131	\$101,708	13,395	\$205,829
Salem City	14	\$1,783	1,704	\$14,989	583	\$13,663	2,301	\$30,435
TOTAL-Region 2	5,362	\$714,909	328,583	\$3,292,383	69,425	\$1,664,458	403,370	\$5,671,750

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Based on historical data	April 2003-March 2004							
County/City/Facility	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
Amelia County	309	\$55,523	7,685	\$107,113	698	\$24,132	8,692	\$186,768
Brunswick County	298	\$57,979	22,576	\$303,702	1,834	\$66,127	24,708	\$427,808
Buckingham County	379	\$70,750	4,300	\$70,329	1,656	\$68,088	6,335	\$209,167
CENTRAL ST HOSP	80	\$10,718		\$0	2	\$44	82	\$10,762
Charles City County	235	\$43,341	919	\$24,576	781	\$33,122	1,935	\$101,038
Chesterfield County	359	\$50,853	92,333	\$1,029,759	16,130	\$386,770	108,822	\$1,467,383
Colonial Heights City	78	\$10,310	1,254	\$8,702	344	\$5,780	1,676	\$24,792
Cumberland County	240	\$40,835	6,014	\$88,847	1,406	\$32,432	7,660	\$162,113
Dinwiddie County	196	\$29,824	10,508	\$125,024	1,746	\$48,221	12,450	\$203,069
Emporia City	72	\$8,755	1,679	\$23,370	110	\$3,760	1,861	\$35,886
Goochland County	19	\$2,938	3,796	\$59,366	2,016	\$72,997	5,831	\$135,302
Greensville County	220	\$25,135	3,496	\$41,668	634	\$18,696	4,350	\$85,499
Hanover County	301	\$49,724	21,771	\$269,526	3,985	\$111,632	26,057	\$430,882
Henrico County	295	\$44,864	53,315	\$583,225	15,840	\$360,445	69,450	\$988,533
Hopewell City	140	\$19,573	6,239	\$54,756	3,073	\$59,521	9,452	\$133,851
Lunenburg County	106	\$20,786	6,635	\$132,602	1,174	\$49,762	7,915	\$203,150
Mecklenburg County	337	\$50,776	28,660	\$378,812	4,586	\$126,879	33,583	\$556,467
New Kent County	3	\$247	1,057	\$14,468	868	\$29,756	1,928	\$44,470
Nottoway County	66	\$11,847	6,119	\$111,318	1,573	\$59,587	7,758	\$182,752
Petersburg City	452	\$51,991	25,498	\$228,849	8,383	\$166,410	34,333	\$447,250
PIEDMONT ST HOSP	34	\$6,968	19	\$242	18	\$831	71	\$8,041
Powhatan County	40	\$5,435	5,211	\$68,341	1,104	\$40,424	6,355	\$114,201
Prince Edward County	137	\$23,643	10,996	\$150,071	814	\$20,942	11,947	\$194,655
Prince George County	70	\$8,836	2,590	\$30,686	1,144	\$20,426	3,804	\$59,948
Richmond City	1,206	\$177,432	121,991	\$1,371,101	42,982	\$888,027	166,179	\$2,436,559
SOUTHSIDE VA TRN CTR	595	\$93,886	138	\$538	4	\$117	737	\$94,542
Surry County	41	\$8,513	2,189	\$43,345	763	\$18,636	2,993	\$70,495
Sussex County	142	\$24,999	7,431	\$115,043	1,108	\$47,378	8,681	\$187,420
TOTAL-Region 3	6,450	\$1,006,483	454,419	\$5,435,378	114,776	\$2,760,943	575,645	\$9,202,803

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Based on historical data		April 2003-March 2004							
County/City/Facility	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total		
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	
Accomack County	1,015	\$220,309	22,545	\$286,394	3,489	\$121,910	27,049	\$628,613	
Chesapeake City	322	\$46,552	25,202	\$310,648	8,631	\$232,722	34,155	\$589,922	
EASTERN ST HOSP	3	\$325	7	\$55		\$0	10	\$380	
Essex County	86	\$11,906	4,874	\$122,329	1,326	\$41,287	6,286	\$175,522	
Franklin City	58	\$10,503	3,974	\$53,720	889	\$21,474	4,921	\$85,697	
Gloucester County	119	\$18,016	8,359	\$125,732	1,955	\$67,975	10,433	\$211,723	
Hampton City	357	\$46,146	43,804	\$410,499	8,785	\$235,951	52,946	\$692,596	
Isle of Wight County	152	\$22,973	8,728	\$131,575	2,761	\$74,253	11,641	\$228,801	
James City County	15	\$1,629	9,447	\$88,347	2,400	\$63,887	11,862	\$153,862	
King and Queen County	45	\$8,812	1,807	\$45,831	1,676	\$83,829	3,528	\$138,472	
King William County	39	\$6,587	5,166	\$126,259	1,113	\$37,091	6,318	\$169,937	
Lancaster County	37	\$6,403	3,577	\$71,336	489	\$24,906	4,103	\$102,645	
Mathews County	29	\$3,486	3,206	\$66,052	1,039	\$44,366	4,274	\$113,903	
Middlesex County	33	\$4,824	3,639	\$52,662	943	\$42,546	4,615	\$100,032	
Newport News City	487	\$60,420	58,691	\$681,369	15,182	\$448,902	74,360	\$1,190,691	
Norfolk City	1,672	\$204,170	69,349	\$718,221	18,047	\$423,335	89,068	\$1,345,726	
Northampton County	936	\$144,544	14,911	\$162,431	1,322	\$30,589	17,169	\$337,564	
Northumberland County	20	\$3,190	4,471	\$93,645	1,647	\$64,854	6,138	\$161,689	
Poquoson City	10	\$1,691	449	\$7,646	422	\$15,710	881	\$25,048	
Portsmouth City	733	\$96,355	62,012	\$586,008	15,297	\$336,710	78,042	\$1,019,074	
Richmond County	46	\$7,396	3,236	\$47,006	663	\$21,900	3,945	\$76,302	
SE TRN CT	5	\$1,153	4	\$24	298	\$9,110	307	\$10,287	
Southampton County	336	\$56,953	6,943	\$113,603	1,757	\$63,358	9,036	\$233,914	
Suffolk City	882	\$87,176	23,584	\$227,545	7,540	\$198,198	32,006	\$512,919	
Virginia Beach City	659	\$85,046	82,844	\$766,760	24,804	\$519,365	108,307	\$1,371,171	
Westmoreland County	184	\$26,345	7,011	\$161,596	531	\$26,527	7,726	\$214,468	
Williamsburg City	17	\$2,518	2,164	\$19,158	418	\$16,140	2,599	\$37,817	
York County	22	\$2,085	10,752	\$130,518	2,334	\$48,858	13,108	\$181,461	
TOTAL-Region 4	8,319	\$1,187,514	490,756	\$5,606,969	125,758	\$3,315,751	624,833	\$10,110,234	

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Region 5 Non-Emergency Transportation

Attachment B

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Based on historical data

	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
County/City/Facility								
Albemarle County	358	\$41,056	11,440	\$113,355	5,850	\$131,042	17,648	\$285,453
Caroline County	99	\$18,109	7,579	\$108,476	318	\$9,807	7,996	\$136,392
Charlottesville City	391	\$35,892	33,522	\$141,900	6,882	\$89,875	40,795	\$267,667
Culpeper County	113	\$15,066	9,454	\$113,203	1,293	\$28,605	10,860	\$156,873
Fauquier County	132	\$12,560	7,751	\$87,277	2,032	\$42,415	9,915	\$142,252
Fluvanna County	269	\$48,265	4,657	\$72,420	1,114	\$43,784	6,040	\$164,469
Fredericksburg City	393	\$60,553	11,664	\$60,572	992	\$24,469	13,049	\$145,593
Greene County	124	\$18,027	1,758	\$22,931	1,846	\$64,971	3,728	\$105,928
King George County	45	\$7,442	5,953	\$57,137	1,438	\$34,531	7,436	\$99,109
Louisa County	114	\$22,251	9,844	\$108,641	3,622	\$99,310	13,580	\$230,202
Madison County	46	\$6,205	1,068	\$10,426	868	\$33,879	1,982	\$50,511
Nelson County	203	\$36,667	3,598	\$58,185	539	\$9,984	4,340	\$104,836
Orange County	459	\$61,918	6,437	\$56,970	1,383	\$34,314	8,279	\$153,201
Rappahannock County	92	\$14,306	424	\$4,376	179	\$2,869	695	\$21,552
Spotsylvania County	247	\$35,348	11,488	\$116,537	3,707	\$105,644	15,442	\$257,529
Stafford County	188	\$31,094	10,776	\$88,218	2,102	\$29,086	13,066	\$148,399
TOTAL-Region 5	3,273	\$464,758	137,413	\$1,220,623	34,165	\$784,585	174,851	\$2,469,966

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Region 6 Non-Emergency Transportation

Attachment B

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Based on historical data

	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
County/City/Facility								
Augusta County	243	\$46,060	8,147	\$80,712	2,391	\$65,213	10,781	\$191,985
Bath County	69	\$10,864	2,792	\$13,015	57	\$1,724	2,918	\$25,603
Buena Vista City	58	\$7,406	2,918	\$21,549	487	\$17,387	3,463	\$46,342
Clarke County	28	\$6,338	1,231	\$11,932	153	\$4,776	1,412	\$23,045
Frederick County	235	\$36,344	8,741	\$64,985	1,165	\$23,391	10,141	\$124,720
Harrisonburg City	84	\$9,580	2,460	\$24,301	1,282	\$31,596	3,826	\$65,477
Highland County	13	\$2,207	940	\$7,087	266	\$9,927	1,219	\$19,221
Lexington City	60	\$7,919	2,421	\$16,708	1,123	\$30,143	3,604	\$54,769
Page County	37	\$7,277	3,033	\$48,679	1,510	\$34,957	4,580	\$90,912
Rockbridge County	118	\$20,827	10,646	\$83,178	1,329	\$43,535	12,093	\$147,541
Rockingham County	169	\$23,592	6,816	\$80,459	2,117	\$51,420	9,102	\$155,470
Shenandoah County	104	\$14,920	6,443	\$83,028	2,375	\$88,695	8,922	\$186,643
Staunton City	231	\$36,753	6,471	\$52,289	2,205	\$55,946	8,907	\$144,988
Warren County	57	\$10,199	3,280	\$49,413	206	\$6,138	3,543	\$65,750
Waynesboro City	126	\$21,671	4,793	\$28,937	2,037	\$49,138	6,956	\$99,746
WESTERN ST HOSP								
Winchester City	131	\$19,001	2,931	\$17,152	506	\$9,186	3,568	\$45,339
TOTAL-Region 6	1,763	\$280,957	74,063	\$683,423	19,209	\$523,171	95,035	\$1,487,551

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Comments accepted through September 30, 2004

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Region 7 Non-Emergency Transportation

**Attachment B
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Based on historical data

	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
County/City/Facility								
Alexandria City	455	\$43,316	30,836	\$351,444	5,285	\$115,268	36,576	\$510,027
Arlington County	139	\$15,303	22,686	\$271,536	3,975	\$82,879	26,800	\$369,718
Fairfax City	10	\$812	2,433	\$16,789	20	\$650	2,463	\$18,251
Fairfax County	886	\$104,622	173,323	\$1,385,266	22,153	\$430,111	196,362	\$1,920,000
Falls Church City	1	\$80	0	\$0	422	\$11,089	423	\$11,169
Loudoun County	97	\$10,730	3,584	\$70,451	829	\$29,547	4,510	\$110,728
Manassas City	250	\$20,835	6,910	\$74,028	682	\$15,523	7,842	\$110,386
Manassas Park City	18	\$1,486	577	\$5,321	219	\$4,934	814	\$11,740
N VA TRAINING SCH	17	\$2,586	5,521	\$69,122	13,819	\$379,346	19,357	\$451,054
Prince William County	587	\$68,921	39,912	\$539,204	13,904	\$327,757	54,403	\$935,882
TOTAL-Region 7	2,460	\$268,691	285,782	\$2,783,161	61,308	\$1,397,105	349,550	\$4,448,957

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Comments accepted through September 30, 2004

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Attachment C – Page 1

Schedule of Reports

A. Weekly ACD Report

- Total number of ACD calls - Call Center
- Total number of calls - regional office
- Total calls received
- Total calls answered
- Total calls abandoned
- Average Abandon time
- % calls abandoned

B. Monthly ACD Report

- Total number of ACD calls - Call Center
- Total number of calls - regional office
- Total calls received
- Total calls answered
- Total calls abandoned
- Average Abandon time
- Average talk time
- Average speed to answer (Wait time)
- % calls abandoned
- % calls answered
- Service Level
- Percent of calls answered within 5 rings

C. Monthly Transportation Report

- Total number of trips authorized by level of service
- Total number of trips completed
- Total number of trips canceled
- Total number of late trips
- Total number of trips missed
- Total number of MR and DD Waiver trips
- Total number of unduplicated MR and DD Waiver trips
- Trips by level of service
- Provider and recipient no-shows by region
- Number of denied trips
- Denial reasons by type
- Trips referred to 911
- Average number of weekday trips
- Average number of weekend trips
- Average trip duration
- Average # of miles per trip

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Comments accepted through September 30, 2004

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- Number of accidents and incidents reported
- Providers added to network
- Providers removed from the network
- Number of requests for transportation
- 48 hour notice or more
- Less than 48 hour notice
- Number of d/c requests

C. Monthly Vendor Payment Report

- Vendors paid within 30 days of invoice
- Vendors paid within 45 days of invoice
- Vendors paid within 60 days of invoice
- List of Providers' year to date payments by month

D. Monthly Complaint Report & Log

- Number of complaints by source and type
- Total number of Individual complaints

E. Quarterly Report

- "Month at a glance" report
- List of providers and number of vehicles by type
- Number of vehicles inspected
- Number of providers inspected
- Number of providers sanctioned by cause

F. Semi-annual Recipient Satisfaction Survey

G. Annual Report

- System description
- Contracted services
- Major problems and how addressed
- Future Plans
- Suggestions to DMAS
- Statistical summary of services provided

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ATTACHMENT D

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS

BY

SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (I) Participation by Small Businesses; (II) Participation by Businesses Owned by Women; and (III) Participation by Businesses Owned by Minorities.

DEFINITIONS

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type of Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

Dollar Amount is the total dollar amount (state if in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

% Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total company expenditure of the Offeror (all types of businesses) over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror's estimated price of this contract.

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I. PARTICIPATION BY SMALL BUSINESSES

- A. Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration. (Offeror's response here does not impact the score for this criterion.)
- B. PAST PARTICIPATION: List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

TOTAL COMPANY EXPENDITURES FOR PERIOD: _____

FIRM NAME ADDRESS AND PHONE NUMBER	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	***% OF TOTAL CO. EXPENDITURES FOR GOODS/SERVICES FROM SMALL BUSINESSES

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY OWNED BUSINESSES) CANNOT EXCEED 100% *****

Attachment D – Page 2

I. PARTICIPATION BY SMALL BUSINESSES

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(Continued)

- C. **PLANNED PARTICIPATION:** Describe Offeror's **plans** to involve small businesses in the performance of this **contract** either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS AND PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	***% OF TOTAL CONTRACT AMOUNT TO BE SPENT WITH SMALL BUSINESSES ON THIS CONTRACT

*** **THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO SMALL BUSINESSES** ***

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II. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Offeror certifies that it () is, () is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management. **(Offeror's response here does not impact the score for this criterion.)**
- B. PAST PARTICIPATION: List businesses owned by women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the **most recent 12-month period** for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

TOTAL COMPANY EXPENDITURES FOR PERIOD: _____

FIRM NAME, ADDRESS AND PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	***% OF TOTAL CO. EXPENDITURES FOR GOODS/SVCS FROM WOMEN OWNED BUS.'S

*** **WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CANNOT EXCEED 100% *****

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II. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

(Continued)

- C. PLANNED PARTICIPATION: Describe Offeror's **plans** to involve businesses owned by women **in the performance of this contract** either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS AND PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	***% OF TOTAL CONTRACT AMOUNT TO BE SPENT WITH WOMEN OWNED BUS'S ON THIS CONTRACT

*** **THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO WOMEN OWNED BUSINESSES *****

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III. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

- A. Offeror certifies that it () is, () is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts. **(Offeror's response here does not impact the score for this criterion.)**
- B. PAST PARTICIPATION: List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in **the most recent 12-month period** for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

TOTAL COMPANY EXPENDITURES FOR PERIOD: _____

FIRM NAME, ADDRESS AND PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	***% OF TOTAL CO. EXPENDITURES FOR GOODS/SVCS FROM MINORITY OWNED BUS'S ON THIS CONTRACT

*** **WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CANNOT EXCEED 100% *****

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III. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

(Continued)

- C. PLANNED PARTICIPATION: Describe Offeror's **plans** to involve businesses owned by minorities **in the performance of this contract** either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS AND PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	***% OF TOTAL CONTRACT AMOUNT TO BE SPENT WITH MINORITY – OWNED BUS'S ON THIS CONTRACT

*** THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO MINORITY-OWNED BUSINESSES ***

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ATTACHMENT E

RFP 2005-01

Reference Form:

Contract Name:	
Customer name and address:	
Customer contact and title:	
Contact Phone number:	
Scope of Services of Contract:	
Contract Type (fixed price, fee for service, capitation, etc)	
Contract Size (# of clients served, number of trips, etc):	
Contract Period	
Number of Contractor staff assigned to contract:	
Annual Value of Contract:	

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Attachment F – Not Available

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Attachment G – Not Available